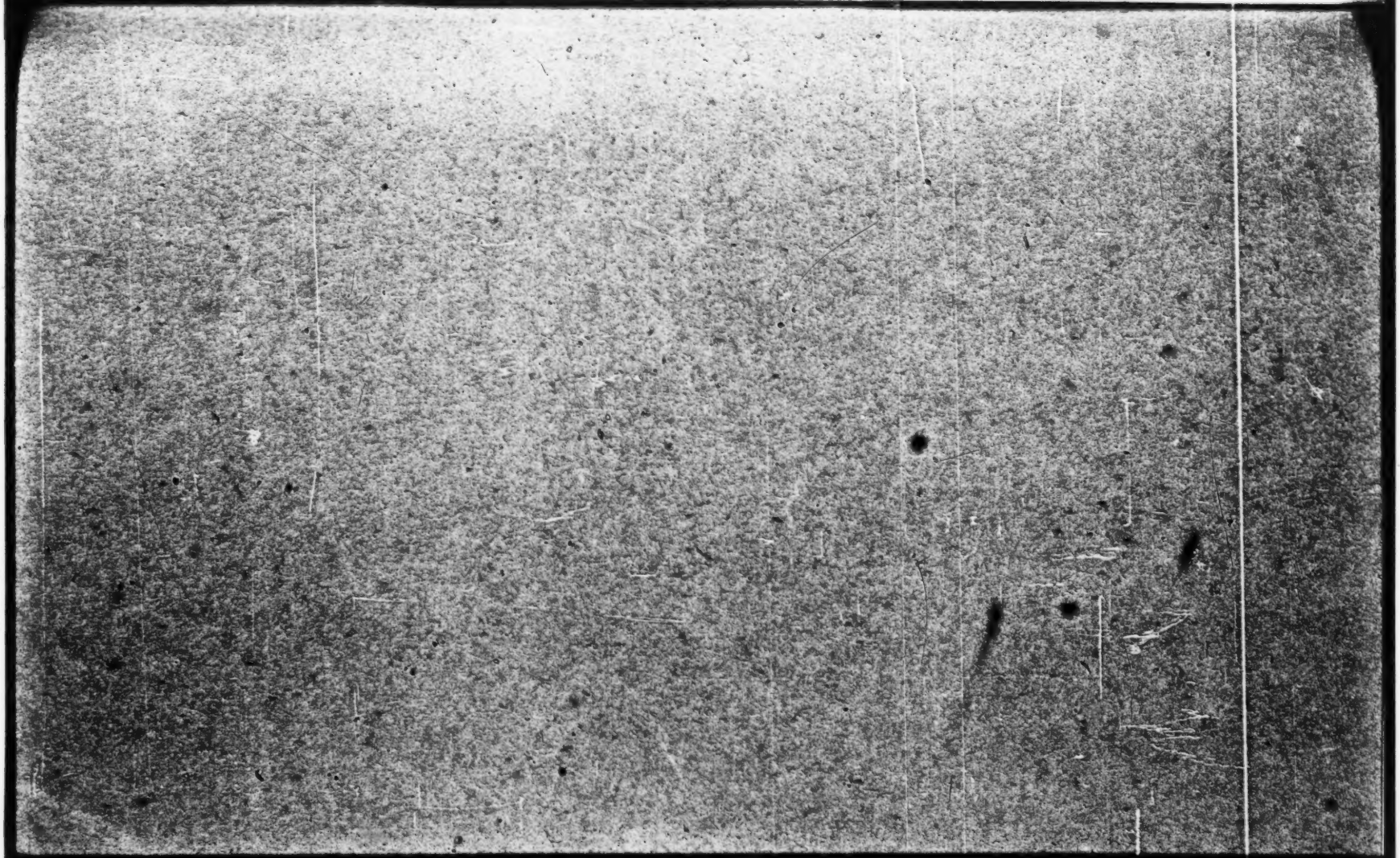

(37,444)

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1933

No. 6

LOCAL 167 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, STABLEMEN & HELPERS OF AMERICA, CARL FIRESTONE, CHARLES GERSHOWITZ, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

VOL. II

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closed unless they have some special meeting, and it is a place where, if you are looking for a man in my business, you are quite likely to find him. . .

[fol. 685] The following testimony given by JACOB SCHATZ at a former trial in October, 1929, was read in evidence by stipulation as in case of previous witnesses.

Direct examination:

The Witness: I am acquainted with the defendant David Hirshon. On or about July 17, 1927, I had a conversation with him in the P. & M. Restaurant. At that conversation were Hirshon and Mintz and Morris Gordon. They said to me that it was impossible to make a living, talking amongst themselves, and I says, "Well, what is the best thing to do?" And they said, "Well, the following day, we are going to raise another cent on poultry." I says, "What is going to be the idea of that?" And they says, "Well, we cannot make a living; otherwise we will have to find a remedy, if we are to make a living we will have to charge a cent more for the guerrillas and a cent more for our own benefit." I think it was Mintz said that; I just don't remember who said it. That was about all I can recollect, at that time. I was buying poultry at that time from all of them. The next morning I spoke to Morris Gordon. He said, "I have to charge you a cent more for poultry." I said, "What is that for?" He said, "Well, we cannot make a living otherwise. I am sorry I cannot help you and you have got to help yourself." That was the conversation and I killed that poultry and went back to my store. When I got there, some fellows came around there and said to me, "You are not going to sell any butchers today." I said I would. Who these fellows were I do not know. We then had an argument and the result was that I sold the people I wanted to sell, and they told me, "If you sell them you won't be able to get any more stuff." I said; "Well, that is all up to me." I tried to get poultry from Hellman who said to me, "I will sell you, [fol. 686] but the shochets won't kill for you." The price

at that time went up one cent and then the following week went up another. Later it went up one penny more, that is all. Hellman was the only man who refused to sell me poultry.

Hirshon or Gordon or Mintz never said anything to me about selling to strange butchers.

Cross-examination.

By Mr. Sager:

The Witness: I had a conversation with Mr. Hirshon and Gordon and Mintz at the B. & M. Restaurant on a Saturday evening, in July, 1928. Mintz's business is wholesale poultry in Brooklyn. At the time of this conversation I was in the retail business in the Brownsville District. I was president of the Brownsville & East New York Retail Chicken Dealers Association at the time of this conversation. I did not meet these gentlemen there by appointment but by chance. Mr. Hirshon or Morris Gordon or Jacob Mintz did not tell me where I should buy my poultry or how I should pay at any time. And they have never told me where I would have to sell my poultry. What I claim occurred was that one of the three said the price would be advanced a cent. And that was on the 17th of July, 1928. I met them after that, but there was no conversation. I talked the next morning with Gordon and he simply told me that in order to make a profit he would have to charge a cent more. I have had plenty of quarrels with Hirshon in this business. I joined with an organization to boycott him on one occasion and we called a strike against him. That was around Passover in the year of 1928. That strike was called because Hirshon charged one cent a pound more than any other slaughterhouse. That is the reason I joined with the others to boycott him when trade was at [fol. 687] its peak and when his business would otherwise have been at its best.

Q. You said something, Mr. Schatz, about your not selling butchers slaughtered poultry—someone told you not to do that?

A. Yes, sir.

Q. Isn't it a fact that butchers whose credit is bad with the marketmen or slaughterers cannot — any merchandise

from the marketmen or slaughterhouses because they do not pay their bills, but that they go to the butchers, the same people in whose line you are, and try to get merchandise?

Mr. Oseas: I object to any extraneous transactions with other people, not at all testified to or directed.

The Court: Sustained.

Mr. Kaufman: Exception.

The Witness: I owe Hellman about $75. I began to owe Hellman money ever since I dealt with him. I gave Hellman plenty of checks that came back.

Mr. Kroppy: I make the same motion to strike out this witness's testimony.

The Court: Same ruling.

Mr. Kroppy: Exception.

[fol. 688] The following testimony was given by the witness at this trial:

Cross-examination.

By Mr. Kaufman:

The Witness: I am a butcher and poultry dealer in Brooklyn. I have not had any difficulty buying poultry, and I have not heard of anyone having difficulty since 1928 in my borough. I buy wherever and whenever I want and what I want.

[fol. 689] The following testimony, given by BENJAMIN ROTHSCHILD at a former trial in October, 1929, was read in evidence by stipulation as in the case of other witnesses.

Direct examination:

"I am a shochet. I have been a shochet about ten years. As to the Official Orthodox Poultry Slaughterers of America, Inc., I was not only a member, but I was one of the organizers; I signed the application for a charter and I was also a member of the executive committee. That was in the winter of 1926-1927. I was a member at the earlier union of the Federation of Labor. The delegates were

Charley Herbert and Joe Weiner. As far as I know they are still the delegates.

On December 22, 1927, I was sent by an official of the shochet union to work for Kaplan on 108th Street and First Avenue. I was sent with a card of the union signed by the secretary and also the president. As soon as they put us aside, and when I lost my job and I lost my right as an executive member, I did not work for the entire summer. After that I worked for four weeks in the market of Shonzeit in the Bronx—over the holidays. After that I remained again without a job until I was able to approach Mr. Ben Simon and he forced the president and secretary to give me a job (identifying Mr. Benjamin Simon, the supervisor). That is how I was sent to this job. First Mr. Shapiro told me to go and a few minutes later Mr. Rosenman gave me a card (a person rises). That is the Shapiro I mean. Because Mr. Benny Simon told me I should go and tell them he sent me and they have to give me a job and if they would not give it to me, that I should come back and tell him that they would not give me a job. This is the card they gave me at that time. I was handed this card in the office from the union. Mr. Rosenman, the secretary, handed it to me.

(Card marked Government's Exhibit 52 in evidence.)

[fol. 690] When I told Mr. Shapiro that Mr. Benny Simon told me I should get a job, he said, "You will get a job, but you will not be able to slaughter for butchers." So I asked him why, and he would not say any more, but he went into another room. Then Rosenman came out and he handed me the card and said, "But remember, for no butchers." I asked him the reason why; he said, "Do not ask any questions, but as long as you slaughter for even one butcher you will be taken away from your job."

I went up all summer, and not only I, but my wife, who was in a family way, went up and told them she had no milk for the children, and cried for a job for me. I did not work from July until the holidays. That is, the holi-
[fol. 691] days of Rosh Hashanah, Yom Kipper and Succoth in 1927. I then worked four full weeks. Then again I went to Roseman and asked him for a job, telling him that I had to make a living, and he said to me, "You have already got enough money, now somebody else must make

a living." Then I did not work for eight weeks until December when I went to the job at Kaplan's. I worked for Kaplan about seven or eight months, and then he sold out to another boss and I worked for him about two months. During that time I did not slaughter for any butchers. Butchers came and I had enough trouble for the boss about that; with Kaplan mostly. (A person rises) No, that is not Kaplan.

Mr. Shalleck: May the record show that the Kaplan referred to is not one of the defendants indicted?

The market is now closed. It was called the Globe Live Poultry Market. Kaplan and Beck were the owners. They were both from Spring Valley. I told him that unless he brought me an order from the union that I was not permitted to slaughter for the butchers, and I would not slaughter, because I was afraid of my job. Kaplan asked me to slaughter for butchers. I told him what I have just said. This happened during the year that I worked for him. I can't remember exactly. Also happened with the second boss of the market. I started working for him from the 22nd day of December until the end of 1928. And it was during that period that these things happened. Brown and Stampler bought the market from Kaplan and the other man, the Globe Market. That was during July or August, 1928. The other one promised me even more, and for him I slaughtered on the quiet for one butcher in the Bronx.

Cross-examination.

By Mr. Shalleck:

I know that the union has two kinds of shochets, one for retailers and one for wholesalers. Under the union [fol. 692] rules the retailer pays a smaller price than the wholesaler pays for the shochet. According to the regulations the retailer is 45 and the wholesaler 65. I was first sent down by the union to Kaplan to do retail shochet work for 25. Roseman gave me a card that I was to go down there and work for $25 and three cents for every chicken. Herbert did not go down to Kaplan and fight with Kaplan for me to get me an increase of wages. Kaplan asked me to slaughter chickens for other butchers at

first, but I told him unless he brought me an order from the union I could not do it, because I did not want to lose my job for 25 also. I knew no other reason except that the order of the president and secretary was not to do it. Where they slaughter for butchers, that is wholesale business.

Under the union rules a wholesale shochet or a shochet who slaughters for wholesale men gets wholesale wages. And the union scale is $65 a week for wholesalers. And I was sent down to Kaplan to retail. For wholesalers there is a definite sum of fifty coops for a shochet. Under fifty coops is also considered wholesale, but they have to get the wages; but the retail means not slaughtering for butchers. When I was receiving $25 a week and three cents for chickens slaughtered I made about $28 a week. And Kaplan wanted me to slaughter for other butchers. How could I complain to the union when they gave me an order to go and work for $25? The order was for $25 only, but the boss was so fine he wanted to see me to get three cents for every chicken. Kaplan voluntarily gave me three cents extra per chicken with the hope that if I would be at hand and he needed to slaughter for the butchers I would do so. He said that he saw that I cannot make a living for $25, so he would let me take three cents for every chicken, because I am a family man and I cannot make a living.

The largest number of chickens I slaughtered a week for Kaplan sometimes was about 150 and sometimes 70, [fol. 693] but it averaged about a hundred. I am not a member of the union now. I got no book and pay no dues. I made about $25 a week for Kaplan. That means that I would have to slaughter on the average of a hundred a week. Considering that if I slaughtered a hundred chickens a week, I received $28, making 28 cents a chicken. I don't want to revise my figures as to how many chickens I slaughtered a week. That remains so. The average weight of a chicken was about four or five pounds. For the period of time I was employed by Kaplan I was getting at the rate of seven cents a pound for slaughtering those chickens at the rate of a hundred a week, six or seven cents a pound for slaughtering. Yes, that is so. That is not the only market; there are many such small markets and they just pay in that way. And Kaplan & Beck voluntarily gave me three cents extra a chicken. At that

rate it would have averaged about two and a half coops a week, about a hundred chickens.

Prior to the time I joined this union I belonged to Local 343. I was one of those who assisted in organizing it downtown. They pushed me out of the union, they looked for things against me, but they couldn't find anything, but they pushed me out and then I started to organize another union. They didn't charge me with having a colored man and an Irishman as delegates to the shochet union. That is absolutely not true; it is a lie. When they settled with the lockout they sent back the shochtim. Then Jaffe and Greenstein sent me out of their market because they said they must take in union shochtim. In the same day I went to the delegate, Charley Herbert, and there also was there Schulman and I told them that my boss had sent me out of the market. Then Harry Schulman brought out a card and Charley Herbert signed it, saying that I must go back to the Tremont Market where I had worked. Then I went with the card, and Jaffe told me that I could not work unless I brought a card signed by [fol. 694] the president and secretary of the union. On Charley Herbert's card I could not go to work. I heard about Walsh, that he had been a delegate of the union, of Local 343. Of my union there was no Irishman a delegate. After I had been thrown out of Local 343 I was told they had a delegate by the name of Zalmonowitz and a delegate by the name of Walsh, but I had nothing to do with them at that time. At the time I belonged those two were not delegates. I never heard of Jano. I don't know any colored man by that name. The other delegate with Herbert that I heard about was Zalmonowitz. As far as I can recall at that time the unions were not yet united, and they had a separate union downtown. As a result of various disputes in course of time there was only one union of shochtim. We made a joint board and Kalman Shapiro was elected as president. In my time there were not yet any delegates. The downtowners didn't have any delegate. Herbert and Wiener were not delegates. They became delegates when they made this present union, the Poultry Slaughterers Association.

After the consolidation, when they settled on the 22nd of June, they put us aside and they did the whole business themselves. I did not try after that to organize my

own union. I went up to the union every week and I wrote to the executive and I asked why they had set me aside, that they had taken me away from my job. They did not let me go to the executive until the seventh or eighth week and then Mr. Shapiro told me that over the holidays they would give me a job and after the holidays they would see whether or not I would be taken into the union. They didn't let me talk further, they sent me right out. After the amalgamation they both got together and formed one union, but did not retain the old offices. Me they threw out of the union altogether. They wouldn't give me a book and they wouldn't let me into the union. I know that after the consolidation all the shochets met in Clinton [fol. 695] Hall and elected officials and delegates. Our president, Birdle, told us we should all go to Clinton Hall and he would fix it so that to our executive there shall be elected two-thirds, we were too small an organization, and when we went to Clinton Hall I understood that to our executive committee there would be elected two-thirds. At the election I thought it would be as he said, but two days later I found out they had set me aside entirely. That was at the mass meeting at Clinton Hall where the election of officers and delegates took place.

By Mr. Hallheimer:

When I was having this difficulty in procuring employment I went up to see Mr. Benjamin Simon, the supervisor of the Greater New York Live Poultry Chamber of Commerce. He treated me with consideration when I called. Very much so. I went to Mr. Birdle and Mr. Birdle told me I shall go to the Chamber of Commerce and there I would see Mr. Bennie Simon, and he would help me to get a job. I know only what our president, Mr. Birdle, told me. The first time when I went to Mr. Simon he promised me he would try with Charley Herbert that I should get a job. When two weeks passed by and we didn't have money to pay rent, and my wife became very impatient, and she said she would go to Bennie Simon. Then I waited a little while longer and I went up again to Mr. Simon and told him I didn't have money to pay for milk for the babies. Then he did me a kindness and loaned me $10 from his own pocket. He said he would try his best to get me a job. Then I came to him a week later and told

him I was to Mr. Gross, the marketman. Mr. Gross told me, why don't I go to the District Attorney and show him this. Then I told him before I went to the District Attorney I would go once again to Mr. Bennie Simon, then if I didn't get a job I would go to the District Attorney. Then Mr. Bennie Simon in my presence called up Mr. Shapiro [fols. 696 & 697] and told him this man is our first man to work, he must get work. Then Shapiro told me until I get a job, I would have a helper's place. Then a week later I got the job at Kaplan's. The job at Kaplan's was that of a helper and not a shochet. The shochet's wage was $45 a week then according to the agreement. When I was there nobody else was there killing chickens. I was the only man who killed chickens for Kaplan over the period of time that I was employed there.

Redirect examination.

By Mr. Oseas:

I was not an officer of Local 323. The president of the old union, Local 323, was Shapiro. That is the same man that is president of this union. The delegates of this union are not shochtim.

[fol. 698] The following testimony was given by the witness at this trial:

Direct examination.

By Mr. Rice:

The Witness: I talked to Joseph Rosenman after the criminal trial. I went to the Schochtim Union the next week after I was on the witness stand for a job. He said to me, "Why did you testify the way you did at the trial against me?" He said to me if I am not afraid he will punch me in the face. I answered him "No," I am not afraid of him, and I said, "Don't forget that I was four years in the army in the world war." He said I should remember that he has lost $60,000 in Wall Street.

Mr. Kaufman: I move to strike that out.
The Court: Motion denied.
Mr. Kaufman: Exception.

The Witness: He did not say anything else. We don't talk about jobs at that time. If they want to they will give you a job in the office. I went every day to see whether there was a job. I went to the union only to get a job. That is the only reason I went there. I did not ask for a job. Just by going to the union alone, that is the same as asking.

Mr. Kroppy: I move to strike out the testimony of this witness on all the grounds previously urged.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 699] Morris Chast, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I have been working in a fruit store for about a year. Before that I was in the poultry line, a marketman on the East side. I was a partner with Louis Kazansky. I was a defendant in the criminal case. I was convicted but sentence was suspended. I know Charles Herbert. I talked to him a little, about October 22nd, 1931. I asked him where I could get laborers and a place, if I wanted to go in the poultry business again. He says "Yes, I am not going to keep anybody from going into the business." He answered me "Whatever my brother will do, I am in favor." He told me to see his brother Arthur Herbert and I did. He said to me he wished me luck when I went to start it off and he will send me a set of men, that is all. He did not say how many men; he said a set of men. Charles Herbert did not say anything about the number of men. I told him I wanted one working man and one shochet. He said a set of men; the men we have in business. A box has four corners, a coop of poultry, so I have got to have four men to carry out the business. One man Arthur Herbert didn't refuse but he bargained with me and I agreed to take two men. We came to an understanding I was to take in two men and I agreed with that. I

don't have any quarrel with Arthur Herbert now. I made that agreement two weeks ago.

Mr. Kroppy: I move to strike out the testimony of this witness on the previous grounds.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 700] HARRY GOLDMAN, called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I used to be in the retail poultry business about six months ago in Passaic, New Jersey, not now. When I was in business I used to buy my poultry in Newark, from the North Jersey Poultry Company. I used to buy off of both commissioners down there, but mostly from the North Jersey Poultry Company.

Q. What man in the North Jersey Poultry Company did you deal with?

A. Max Solomon.

Q. Max Solomon?

A. Yes.

Q. Did he always sell you poultry?

A. He was selling me poultry.

Q. He always sold you poultry?

A. He was selling me poultry until about six weeks before I went out of business.

Q. Until about six weeks before you went out of business?

A. Yes, sir.

Q. And then did he refuse to sell you poultry?

A. Yes, sir.

Q. Can you establish the date of that?

A. I don't remember.

Mr. Perlman: I object to all this testimony; it has not been shown that Max Solomon is a co-conspirator or a defendant in this case.

The Court: Over-ruled.

Mr. Perlman: Exception.

Q. What did Max Solomon say to you——

Mr. Perlman: I object to that.

The Court: Over-ruled.

Mr. Perlman: Exception.

The Witness: He told me he can't sell me any more poultry. What else he said I don't remember. I didn't say anything to him.

Poultry came in on the railroad and I went down to the railroad terminal of the Erie Railroad to buy from com- [fol. 701] mission men. There would be eight or ten commission men around there ordinarily, and I had a chance to deal with any of those that I wanted to. I dealt with the North Jersey Poultry Company. I used to deal with the others too, but I stopped dealing with them a long time. There is Standard Live Poultry Company; the Interstate Live Poultry Company. I can't remember the rest. When I used to come in with the truck, they used to load me up the truck. The poultry would still be in the car, and they used to unload it from the cars. They took it off the cars and they put it in the coops, and from the coops they put it on the trucks for the customers. If I bought two coops, they would take off enough poultry to fill two coops and I would buy them.

Q. Just about when was this that Max Solomon of North Jersey Poultry Company refused to sell you poultry?

A. I was in business six or seven weeks, I don't remember exactly.

Q. What season of the year was it?

A. It was just before Easter.

Q. Just before Easter in 1931?

A. Yes.

Q. Now, prior to the time that Max Solomon refused to sell you poultry, had you become part owner of a poultry market?

A. Well, I was a partner in poultry market before that.

Q. Before that time, yes that is what I asked you.

A. Yes.

Q. Of a poultry market?

A. Yes, at 204 Monroe, and we had another one at 250 Hammond Avenue in Passaic.

By Mr. Rice:

Q. Had you become a member of the Mutual Poultry Society?

Mr. Perlman: I object to that, if your honor please.
The Court: Over-ruled.
Mr. Perlman: Exception.

Q. Let me ask you this way: Have you ever heard of the Superior Live Poultry Market, Inc.?
A. Yes, sir.
Q. Tell us what that was.
A. Before I was with another gentleman partners——

Mr. Perlman: I understand this is all subject to our objection as not part of the alleged conspiracy.
The Court: Yes; over-ruled.
Mr. Perlman: Exception.

[fol. 702] The Witness: I was before in partners with Berowitz and we were calling ourselves Superior Live Poultry Company, but it was not incorporated.

Q. Who was the party from Passaic?
A. You understand in Passaic they have four rabbis there and there was some kind of a scrap between the rabbis because the two rabbis were getting money from the city and two were not getting any money from the city.

Mr. Perlman: I move to strike all of that out as not binding on the defendants.
The Court: Denied.
Mr. Perlman: Exception.

The Witness: So they brought a paper over from Passaic and they came to me they should buy from me, and they should make a corporation. Some parties in the city wanted the other two rabbis to get money from the city too, so that they should be able to live too. In Passaic, in order to kill kosher, it was required to defray the expense of the killing, that ten cents per chicken be paid. Seven cents went to the schochet, and three cents went to the city. Under the system as it then existed, that three cents went to the two rabbis and the other two rabbis did not get any of it. A corporation was formed so that the

other two rabbis could come in and get part of that three cents. It was called Superior Live Poultry Company, Inc. It was incorporated. Louis Berowitz, James Lipschitz, Morris Lieb and I were the stockholders. This corporation sold retail to customers and we sold wholesale to a couple of butchers too. The two rabbis did not get three cents for each chicken that was killed in our market because we didn't have money to give them.

Q. Now, how much did you charge for the poultry that you sold?

Mr. Perlman: I object to it as incompetent and immaterial.

The Court: Over-ruled.

Mr. Perlman: Exception.

The Witness: I don't remember what we charged; it was different prices. I think sometimes 5 cents and sometimes 6 cents above the market quotations.

We didn't look to the other markets to see what they were charging. We were charging prices just to cover [fol. 703] expenses. In fixing the prices we would change the price from day to day as the market quotation went up or down. We sold sometimes at 5 cents above the market quotation, sometimes a couple of cents more; sometimes as low as 2 and 3 cents.

Q. Now, we are going back to the occasion when you went to the railroad terminal to buy poultry from Max Solomon, of the North Jersey Poultry Company. Now Max Solomon is a commission man, is he not?

A. Yes.

Q. Now, you told us that Max Solomon told you that he could not sell you any poultry?

A. No.

Q. Did he give some explanation? Did he tell you why he couldn't sell you now? Think carefully.

A. You see, if it would be right away, maybe——

Mr. Kroppy: That calls for a Yes or No answer, if your Honor please.

The Court: Proceed.

A. (contd.). If, would be right away I would remember but now I don't remember. The thing is long already and there is plenty of things I don't remember.

Q. You made out an affidavit, did you not, before your attorney?

A. Yes, I made an affidavit but this was six or seven months ago and I can't remember what was then.

Q. You made that application on April 31, 1931, is that right?

A. Yes.

Q. And you remembered that time?

A. That time I remembered, sure.

Q. Now, think carefully and see if you can't recall what else Max Solomon said. And did he say anything as to the reason why he couldn't sell you poultry any more?

A. He came into my market and told me, he didn't sell only me, there was more people in there, and said "Can't sell you any poultry"; he says "You try to get some poultry for Easter, because I haven't got any poultry for you."

The Court:

Q. Did you have this talk with Max Solomon?

A. He came over to my market.

Q. He came down to your place?

A. Yes, sir.

Q. And after he got down to your place you had a talk with him?

A. He went in the place and he told us he couldn't give us any poultry.

Q. He came down to your place and said he can't give you any poultry any more?

A. Yes.

Q. Did he just say that he can't give you any more poultry, did he give you any reason or any explanation?

A. He didn't give me no names.

Q. I don't care whether he gave you any names or not; [fol. 704] not that.

A. He said "I can't give you any poultry" and I think he did say, "I wouldn't take any chances in giving you any poultry."

The Witness: He didn't say he wouldn't sell us because we hadn't paid him before; he didn't claim that. I know the company owed him money; they owed him $1800, whatever it is, and they would pay him something on account if he would give them poultry; they would pay him the rest,

but he didn't give them poultry so the company didn't pay him. I think there is still coming to him about $700. He said "I can't give you any poultry." And the people started asking him "What is the matter, Max?" And he said "We don't want to take no chances." At the time that Max Solomon said this Morris Lieb and Cantor and a couple of more fellows were there but I don't remember who. I went on the side; they spoke to him yet.

After that I went to the commission house, Standard Live Poultry Market. They didn't give us any poultry.

By Mr. Rice:

Q. Was it Nathan Fauer?
A. Nathan Fauer.

Mr. Perlman: I object to that as incompetent.
The Court: Over-ruled.
Mr. Perlman: Exception. I want to state that Nathan Fauer is not a co-conspirator in this case and not a defendant.
Mr. Kroppy: And also on the ground that it is absolutely hearsay and not made in the presence of any of the other defendants.
The Court: Over-ruled.
Mr. Kroppy: Exception.

The Witness: He gave us the poultry from his market, not from the car. I think once or twice he gave us and then I called him over by the telephone and asked him if he could give us any poultry and he said "Yes, come to the market." He said "Put your truck in a garage and I will come over and bring poultry." He will pull in with his truck and he is going to transfer the poultry from his truck to our truck.

Q. Do you know why he wanted to deliver the poultry [fol. 705] inside the garage; if you know why, why didn't he deliver the poultry in the open?
A. He didn't want to give us in the open.

Mr. Perlman: I move to strike it out.
The Court: Denied.
Mr. Perlman: Exception.

The Witness: There was with me at the time that Nathan Fauer talked to me, Morris Lieb and Abraham Davin.

Then after he came out and says "I am sorry, boys; I can't give any poultry." He did not deliver it in the garage. I had put my truck in the garage to get poultry. He says, "I don't want to take any chances." I was going to the Interstate Live Poultry Market where I talked to Horowitz. I don't think it was this day. It was after Max Solomon, but I don't remember. I used to buy from Horowitz before yet. When I went over to Superior Live Poultry Company, I didn't deal with him, but I went over to him once and asked him for poultry. I don't remember what he said he hasn't got it. I didn't do any business with the Standard; at the railroad terminal he was giving us from his market. After the North Jersey Poultry Company refused to sell me any more, I went first in the West and then I went to Standard Live Poultry Market. When I tried to buy from the Interstate Live Poultry Company, I don't remember if it was after or before I went to the Standard. Horowitz wouldn't sell me any poultry. I never bargained with them on prices because I was paying the market price. They always took poultry from the car and we never bargained with the prices and whatever the market is we pay them. Horowitz said he hasn't got poultry for me and maybe he said something else. It is seven months away and it left my mind. I thought this thing was forgotten already. He said "If you get any chickens, I want you to let me know." I think he said if the other commission men will give me, he will give me too.

Q. Do you remember what Mr. Horowitz said on the occasion that he refused you poultry?

A. What Mr. Horowitz said?

Mr. Perlman: I object to the form of the question, "On the occasion that he refused to sell poultry."

The Court: Over-ruled.

[fol. 706] Mr. Perlman: I except.

A. He said he has not got no poultry. Let me have that paper again.

Mr. Perlman: Just a minute, I object to that.

Mr. Kroppy: He has read it.

The Court: Objection over-ruled; proceed. I won't just let him read from that paper.

Q. Do you remember what Mr. Horowitz said?

A. Well, he said he can't give us no poultry.

Q. Did he say anything else?

A. Horowitz said he couldn't give us no poultry because we sell cheaper to the people than the other market people.

Q. Were you selling cheaper than the other market people?

Mr. Perlman: I object to that.

The Court: Over-ruled.

Mr. Perlman: Exception.

The Witness: We were selling a couple cents above the market price, just to cover expenses. He said "You can't buy any poultry in this yard."

After Mr. Horowitz refused to sell me I think I was buying poultry of Newman. He just gave us a couple of coops and when I asked for a couple more he refused to sell us. He didn't threaten me. I don't remember his saying anything about getting out of the market.

After I had been refused at the railroad terminals, first I went to Indianapolis, Indiana by train. I sent the poultry by express. Naturally it cost more than I could buy it in the market at Newark.

Q. How much more?

Mr. Perlman: I object to the question.

The Court: Over-ruled.

Mr. Perlman: Exception.

The Witness: I bought poultry from Indianapolis only once, because it was costing too much money. Then I bought in Philadelphia at the market price in Philadelphia and we had to hire trucks and go down there at night and it is about a hundred miles away, and poultry riding such a long distance—naturally it cost more—with all expenses it cost a couple of cents a pound more from Philadelphia. [fol. 707] We bought two times or three. After Philadelphia we were buying from the Standard Live Poultry Market. They sold us. They told us to go to the market at South 12th Street where they had a retail market. That market is not called the Standard Live Poultry; it is called a different name. We got some poultry down there once or twice, but the third time they would not give us any more.

Q. What did they say when they would not give you any more?

Mr. Perlman: I object to that.
The Court: Over-ruled.
Mr. Perlman: Exception.

A. What did they say? They said they are afraid to take a chance.
Q. What else did they say?
A. Nathan Fauer said "We don't know with who you are starting up with. You better go home."

The Witness: The Standard owed us $82. We paid cash for merchandise then and he overcharged us $82, so Mr. Lieb asked Fauer for the money and he said "I haven't got it." So Lieb said to him, "Give me your check." He said "I wouldn't give a check." He did not want to give his check with his name on, he would get cash. I don't know why. He did not want to give his check, I know that. He was afraid.

Q. Did he say who he was afraid of?
A. I don't remember that.
Q. Did he say why he was afraid?
A. I don't remember that.
Q. Did he say because the other markets would find out—

Mr. Perlman: Just a moment, I object to that, Mr. Rice.
Mr. Rice: Let me finish my question.
Mr. Perlman: I know you want to tell him what to answer. The question, so far as it has gone, has gone far enough to indicate that you are leading the witness, and I object to the question.
The Court: Over-ruled.
Mr. Perlman: I except.

Q. Did he say he was afraid to give you a check because if the other markets found out that he had been selling you that his life would not be worth anything?
[fol. 708] A. I think he did say that. He said go home.

The Witness: I know Charles Scharer. He is inspecting poultry cars at the railroad terminals to see that the poultry should not be overfed. The commission houses in Newark pay him $4 a car for inspection. I don't know what else he does.

Q. Where did you talk to him?

Mr. Perlman: I object to any conversation had with an inspector, if your Honor please.

The Court: Over-ruled.

Mr. Perlman: Exception.

The Witness: I spoke to him in the yard. I used to speak to him always, when I saw him. I saw him at the Standard Live Poultry Market, but I did not talk to him there and he did not talk to me. At the time I saw Charlie Scharer at the Standard Live Poultry Market Morris Lieb and Abraham David were there. I don't know if Charles Scharer talked to them. Charles Scharer just went down to the market. I didn't see him doing anything there.

I talked to a man named Joe at the Standard Live Poultry Market. He is a foreman down at the market. He said "You better go home." Before, when I came he said, "You wait here and Nathan is going to bring some fowls," then after he went away and didn't give us any poultry, we came over there in the morning and Joe told us to wait and they would bring some poultry. Whenever we would come for poultry Joe used to give us a hand. At that time we went away without poultry.

Q. Was anything said to you by Joe at the time you went away without poultry?

Mr. Perlman: Yes or no is all.

A. I don't remember.

Q. Did Joe say anything about some people being there, some people having come there?

Mr. Kroppy: I object to that as incompetent.

The Court: Over-ruled.

Mr. Kroppy: Exception.

A. Yes, he said "You better go home, because some people are riding around here," whatever it is.

[fol. 709] Q. He said some people are riding around here?

A. Yes.

Q. Did he say who had been riding around here?

Mr. Perlman: I object.

The Court: Over-ruled.

Mr. Perlman: Exception.

A. He seen Charlie Scharer was there and somebody else, I don't remember, so "I could not give you any poultry," he said.

Q. He said Charlie Scharer was riding around there?

A. He said "somebody was riding around there." He did not have to say who.

Q. He mentioned Charlie Scharer's name?

Mr. Kroppy: I object.

The Court: Over-ruled.

Mr. Kroppy: Exception.

The Witness: He did not have to mention him. I seen Charlie Scharer around the market.

We did receive some poultry from the Standard Live Poultry Market. I dealt with Nathan Fauer there. He didn't give us no bills from his market. He made out bills on plain paper. He had not given us bills on a plain piece of paper before that time. I don't remember if he said why he was giving us a bill on a plain slip of paper then.

Mr. Perlman: I move to strike out all the testimony of this witness on the ground that it is hearsay and not competent and not binding on the defendants in this case.

The Court: Denied.

Mr. Perlman: I respectfully except.

Mr. Kroppy: I move to strike out the testimony of the witness on all the grounds previously urged; it has no tendency to prove conspiracy in restraint of interstate commerce alleged in the complaint, nor does it tend to prove any acts of interference with interstate commerce in pursuance of any conspiracy to which any of the defendants in this case are alleged to be parties.

I also move to strike out the testimony on the ground that it tends to show a separate and distinct conspiracy, if any, in the State of New Jersey, unconnected in any way with any of the defendants in this case, and under the law, [fol. 710] the prosecution is not entitled to prove a general conspiracy by proof of local conspiracies in other parts of the country.

The Court: Denied.

Mr. Kroppy: I say the Government has attempted to prove conspiracy in that manner, and I object to it on that ground.

I also move to strike out the testimony, if your Honor please, on the ground that it is hearsay, and if I may be heard in that connection your Honor mentioned something about a decision of the Court of Appeals. I object to all this conversation made in the absence of the defendants in this case or any of them on the ground that it is hearsay and I say it is objectionable because it does not tend to prove any conspiracy which has its object restraint of interstate commerce.

The Court of Appeals in the criminal case said proof of intrastate interferences was competent in order to prove the object of a conspiracy and the method of carrying it out and it furthermore said in that decision the principal object in that case was a local object in restraint of intrastate commerce and I say it is absolutely immaterial and incompetent to prove by this intrastate interference that the object of the conspiracy here was in restraint of interstate commerce or the proper method of proving that the object was a restraint of interstate commerce. Suppose the evidence does show intrastate interference, with a local object in view, and the method of carrying it out, and suppose that was established, what possible difference can it make on the question that is here at issue, whether the conspiracy was in restraint of interstate commerce?

The Court: Motion denied.

Mr. Kroppy: Exception.

The Court: I won't stop now to say why it is relevant. You- objections do not in the slightest degree affect the competency of this testimony under the rules of evidence. What the effect it will have remains to be seen.

Mr. Rice: If your Honor please, may I ask one more question?

The Court: Yes.

The Witness: In the spring of 1931 I used to go to New York but I don't remember whether I went this time when I was refused poultry in Newark. I think I got a couple of coops. I could not get all I asked for. When I asked [fol. 711] for more, they told me they didn't have any more, I forgot the name of the man. I don't remember if I went to some other commission house to buy poultry. There are plenty of commission houses here, and I can't remember all the names—In West Washington Market, and I paid cash for it. At the time I bought poultry some-

one did come up and talked to me. I don't remember his name. I used to see him in West Washington Market. He asked me if I gave any merchandise to Nochemson.

Q. To whom? Say it again.
A. If I gave any merchandise to Nochemson.

Mr. Perlman: I object to it on the ground that it is hearsay.
The Court: Over-ruled.
Mr. Perlman: Exception.

Q. What else did he say?
A. So he said I don't give him any merchandise.

I used to be in the poultry business in Newark but he was not one of my customers. I was getting poultry off him and when I needed poultry, he used to help out sometimes with a coop of poultry. I don't see in this courtroom the man that came up and talked to me. I do not go down in the market and buy poultry. Now I am working myself personally and I don't bother with the market; the market is my brother-in-laws. This man told me "Do you give poultry to Nochemsons?" I told him I don't give him any poultry. I took some poultry; he needed some poultry, so he took a couple of coops of poultry, so I gave it back; I don't know the fellow's name and I gave it back. He says "You gave poultry to Nochemson?" I said "No, I buy poultry from Nochemson myself. I didn't give him any poultry."

Q. What else did this man say to you?
A. Well——

Mr. Perlman: Objection.
The Court: Over-ruled.
Mr. Perlman: Exception.

The Witness: He said if you would give poultry to Nochemson & Sons you wouldn't get stuff. I saw him many times; he didn't hurt me. I will look around the courtroom. I don't see the man. I have never seen this man Charles Herbert or Arthur Herbert before. I don't know [fol. 712] the man who talked with me in West Washington Market. I seen him walking around but I don't know his name. He used to be in West Washington Market. I don't go often there. Maybe twice a year; maybe five

times a year. I am telling you; I used to see him down in the market but I didn't know whether his name was Max Keslin or anybody else. I did not have any trouble so I did not bother. I never heard the name Max Keslin but I used to hear the name Max. Whether this was called I am not sure; maybe yes. I didn't have any business with him. I know Mr. Lieb. He was down there in West Washington Market with me when I talked to that man. I think I did know the name of the man at that time. I think I heard them call Max, the work people was calling him Max. I never spoke to him; I don't bother with the man. I don't know his second name

Cross-examination.

By Mr. Perlman:

The Witness: I have never before seen the defendant Rosenman. I never had any dealings with the Shochtim Union in New York or with any members or officers or delegates of that Union. I never had anything to do with any schochat in New York. I never had any dealings with Local 167, the Chauffeur's Union, in New York, and never talked to or met any member or delegate of that Union, or any union. No Union ever told me where to buy my poultry or to whom to sell my poultry, or what price I should charge for my poultry. No Union ever told me in New Jersey from whom to buy and to whom to sell my poultry, or at what price to sell my poultry. There is no union in Jersey.

Personally, I don't owe any money today for poultry. I think there is $700 or $800 owed to Solomon by the Superior Live Poultry Company, Inc., but not me personally. It owed the money six weeks before we closed the business and still owes him. The money is owed for poultry bought about six weeks before we closed our business. I was President of the corporation; Barowitz, vice president. There was Lipshitz, and Mr. Lieb was the treasurer. Before we owed him that $700 Solomon was giving us poultry. Before it isn't $700 we owed him; $1800. When he stopped giving us poultry we paid him $1100. We owed him for a week's purchase of poultry $1800. We only paid [fol. 713] him $1100. We only paid him $1100 at that time but we had the money coming in. We had some more

cash -ut that is all we gave him. When the week was up we were to pay him the $1800 and we only paid him $1100. After that we did not offer to pay him the $700 we still owed him. The corporation went into bankruptcy. It didn't owe much money, about $2,000. We went into bankruptcy the same day we closed. After we paid Solomon only the $1,100 I didn't bother with him or go to him any more. I suppose Mr. Solomon did come to the corporation —to ask for the balance of the $700. I don't remember what I told him or whether I told him we had the money and wouldn't pay. After we left Solomon and didn't pay him the $700 we went to Fauer and he would only sell us for cash. I think I gave him a check. The check was made good. I bought from Fauer for cash as many times as I was buying off of him. I don't remember how many times. That was after we owed $700 to Solomon. I didn't ask Fauer for credit. I did not tell Fauer that we owed Solomon $700. I did not have to tell Fauer that we were dealing with Solomon's market before. He knew we were dealing with Max Solomon and then he sold us for cash. After he sold us for cash, I did not try to buy for credit, and I didn't pay Solomon part of the $700. I don't remember if it was Newman or Horowitz that I bought from after that. We didn't pay Soloman the $700. I went to a few commission men in Newark. I was paying some of them cash and some of them not. I got credit from Fauer after I was in the corporation. I don't know if all the market people knew that our corporation owed Solomon the $700 and that it wasn't paying its bills.

Cross-examination.

By Mr. Kroppy:

The Witness: I had no dealings with any marketmen here in New York. They never came around to see me at any time. I never bothered with New York marketmen.

Mr. Kroppy: I move to strike all the testimony of this witness out on all the grounds previously urged.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 714] MORRIS LIEB, called as a witness on behalf of the Government, first being duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I was a stockholder and Treasurer of the Superior Live Poultry Market in Passaic, New Jersey. There is about eight or ten other markets in Passaic. The Superior Live Poultry Market was a charity corporation formed in February, 1931. The profit would go after we paid Harry Goldman and Harowitz a certain amount of money that we agreed to, to charitable places.

We charged about 4 cents a pound. If the wholesale price was 28¢ a pound, we sold it for 32¢. Other markets in Passaic at that time charged 48¢ or 35¢, they have all kinds of prices. I guess they figured about 10¢ or 12¢ on a pound and we were charging only 4¢ or 5¢. For profit we would operate but we didn't make money and if we did make money, it would go to these institutions.

I accompanied Harry Goldman to Max Solomon's in Newark for poultry the first day. After we took the place over on February 4th, 1931, we had an agreement with Max Solomon. A couple of hours before when we arranged with him he said you should come up to the market and I will give you chickens; and when we got there he said I want you personally to pay for the chickens. I said "All right; I will sign the bills that I pay personally for." Then he said "You should come over at 12 o'clock;" the cars weren't open yet. We got there about 12 o'clock; he says he wants to have my own check, no signatures at all and when it was 12 o'clock the car wasn't open yet, and he said the car would be open around three o'clock. I came back the same day about 3 o'clock and he said he wanted cash. So I brought him the cash and I paid for it. He said it is a new organization and he don't know why he should give credit, whether he should or not and he wants cash. We used to get chickens from him after that twice a week. He always sold us, the week before the Jewish holidays, about the end of March 1931. On that occasion I came down to his own market and he says he wants cash and [fol. 715] we owe him about $1200. We were ready to make

out the check for him and he said in the office "I am telling you now I gave you chickens all I could, but now, I can't give you any more chickens." Mr. Cantor, Harry Goldman, Barowitz, Meyer Baker and Louis Lipshitz were there too. We were standing around him. I says "We don't owe you nothing, and what we owe you we will pay for it." He says my life is worth more than a few chickens; my life is worth more than all the chickens in the world.

Mr. Kroppy: I move to strike out his testimony on the ground that it is not binding on any one of the defendants in this case.

The Court: Denied.

Mr. Kroppy: Exception.

The Witness: We tried to buy poultry from other commission houses, the Interstate and the Standard in Newark. They are on the same platform. I talked with Horowitz. I begged him to give me chickens and he said "No, you can't get chickens; you are bringing the prices down there." He said the other markets in Passaic did not want him to sell to me, so we wouldn't knock the prices. Those markets in Passaic were run by Louis Goldman, Orskeroff, Morris Solomon, his own brother, and even the landlord Sam Solomon, wouldn't sell us a chicken.

Horowitz also told me: "You are not going to get any chickens if you sell them as cheaply as you do." If you sell chickens, let me know; let me know whenever you get chickens." That is all he said, we are not going to get anything and we didn't get anything.

Then we went to Newman, a commission man on the same platform at the railroad terminal in Newark. There is only one track where all the chickens come in there. He was trying to give us all he could. We got 4 or 5 coops, and then when we asked for more, he said I cannot spare you anything else. We went back to Newman's commission house. When we went over there he said he had all the orders that he could fill; they were all made out for his old customers and he could not give any to new customers. Then we went down to Schnoll & Feuer—I don't [fol. 716] know whether that is the exact name, it is something like that, it is called the Standard; it was in Newark. They have got a store there. Feuer sold us all the poultry we asked for, twice. The third time we called him up on

the phone and asked if he has got any chickens and he said yes "come over with the truck and we will give you chickens." When we got there with the truck, he said "Pull over to the garage," and we pulled in across the street into the garage, because Max Solomon and Sam Solomon were following us around in the machine, and saw us the second time we were there for chickens. We were in the market waiting for Nathan Feuer. So Joe, the main manager in that market, when he saw Max Solomon go by and when he saw Sam Solomon, the second time we bought, says "Listen, boys, I am afraid we will get in trouble ourselves." The next time we will have to be more careful. We went there a couple of days later—it was the gentile holidays and the Jewish holidays and we needed a lot of chickens and we were very anxious to get them and he said "The next time you come, pull your truck in the garage." So we pulled off the baskets, and when he gets in from the railroad, we turned around, so we can go back; we weighed them in the baskets and were ready to go out, and while we were waiting in the market, two men got in there—one man I know. I say him by the railroad tracks. I believe it was Charles Scharer. The other man I never saw him before, but they called him David. Charles Scharer went in the back room where they killed the chickens and changed around his clothing. As soon as they went out, this Joe come up to us and he says, "Boys, you are out of luck. You will not be able to get any chickens today. You see those two fellows? You will never get a chicken."

Later on Feuer and Schnoll came along with a big load of chickens, and I said "Here we are waiting all morning for you. Now we will get the chickens." When Fauer saw that we were so excited, he said, "Boys, you are not going to get a feather today." "They are watching us, and I don't want to lose my life for that." Joe, the man that works in the place told Fauer we were not going to get any. Then I gave Scholl an argument and I said you owe us $82. Why not give us the chickens and we will pay the difference?" He said, "I can't. You are not to get [fol. 717] any." So I said, "All right, give us what you owe us." He says he cannot do it. I said, "Give me cash," he said "No." Then I said, "Give me a check." He said no, that check somebody will find I have transactions with

you, then I will be in trouble. He owes us the money yet.

Then we got some money and gave it to Mr. Goldman, and he went to Indianapolis to get some chickens, by railroad, and after we got the chickens from the railroad, and before we got them into the market, someone tried to poison them all. The police were watching for him too. They were not poisoned, but they died anyway, because they were too long on the train; didn't have water; it was cold weather and on account of the long train ride, they died anyhow. We paid 28 cents over there and it cost us to ship them over $300. To get them in the market it cost 32¢ and it cost us about 38¢ a pound, and we could not charge any more and we lost $5000 in three months—charity money.

I accompanied Harry Goldman to West Washington Market in New York. That was the time they refused to give us chickens that I went down in March 1931. We went to a few commission houses and we bought poultry in one place. Exactly the name I could not tell, because I was only once there since I am in this country. I did not talk to anyone besides the commission men. I saw a man coming to Goldman. Maybe if I saw him in different clothes as I saw him at that time, I might recognize him. I cannot tell you exactly the name. I did not hear anybody call his name. Only Harry Goldman was talking to him.

Q. You heard Harry Goldman call him a name?

A. Yes.

Q. What did you hear him call him?

Mr. Perlman: I object to that.

The Court: Over-ruled.

Mr. Perlman: Exception.

The Witness: If I am not mistaken it was Joe or Max, [fol. 718] one of the two. The man was about my size, maybe a little fuller or something, he had a big face and heavy built all over. He had a big stomach. He was maybe an inch or so shorter than I. I am about five foot four or five foot five. I believe he was Jewish, if I am not mistaken. I cannot describe any other features about him. He was dressed like an expressman. I did not see him do anything in the market. He was just standing there. I would not recognize the man if I saw him again. If I saw him in the same clothes that I saw him in the last time, I might. I was busy buying chickens.

Cross-examination.

By Mr. Eisler:

The Witness: I only came to New York once to buy poultry. I did get poultry; paid for it; and took it back. All the other marketmen refusing to sell me poultry were men either in Passaic or Newark. Before I became connected with the Superior Live Poultry Company I was a builder, real estate man. I had no experience in the poultry business prior to January of this year. I went into this philanthropic proposition as treasurer, and gave my services with money together without any salary. We did not go to anybody, we simply gave the benefit to the people at a low rate, and we made no difference in nationality either. We antagonized the other marketmen. I don't know if it was because we were selling much cheaper than they were. I didn't have any business with them at all. We only sold chickens. We were selling poultry at probably 4 to 5 cents above the market price and our competitors were selling at 12 cents above the market price. We knew all the men in the same line of business that we were in. Our concern was not making any money. That wasn't the reason why we went into bankruptcy. Our company went into bankruptcy when Max Solomon stopped giving us chickens. Our company owed Solomon money and up to the present time it has not been paid. We offered to pay him but he said all or nothing. We offered to pay him little by little. We had to go to Indianapolis for chickens; we could not get any from him, and that money that we would have paid him we had to spend to go to Indianapolis for chickens. We owed $1200 and we went in there with $1200 in cash, and he refused to give us any further chickens. If he would give us chickens, we would pay this bill. He came [fol. 719] to our place and we offered to pay the money every cent, provided he would give us more chickens. That was about two days after he refused to give us chickens and we were still trying to convince him to give us chickens so that we could have it for the holiday trade. We gave him $100 on account; still he would not give us any chickens, so that we figured, instead of giving Solomon $700 or $800, we would take that money and go to Indianapolis and get chickens there. I am trying to say that we agreed with Solomon about certain things and we wanted

to keep our agreement and we kept paying Solomon all the time. Solomon and other people in Newark, they told us that the retailers in the business were objecting to our getting poultry because we are selling far below the prices that they were charging. We went into bankruptcy voluntarily, because Solomon wanted to throw us into bankruptcy and close us up. $700 or $800 to Solomon was all the liabilities of the concern. I heard Mr. Perlman ask Goldman about the liabilities of our concern. I might have heard what he said, but I can't remember. I know what we owed. I didn't hear Goldman say that the concern owed about $2,000. I did not figure it out exactly what it was, but it is less than $2,000 that we owe. It is about $1100 or $1200. Besides Solomon we owed to employes. We had Harry Goldman and his wife, Berowitz, his partner, and Goldman's wife and Berowitz son, the whole family. The rent was paid up. The landlord owes us money yet.

Further cross-examination.

By Mr. Perlman:

The Witness: We started the charitable market February 4, 1931. I put in the market, between $300 and $400. I did not get my money back. The Superior Live Poultry Market, Inc., was a business corporation under the laws of New Jersey. It issued 20 shares of stock at $100 a share, which brought in $2,000. About $3,000 more was invested in the business making a total of $5,000. Of the entire $5,000 I put in $300 or $400, and got one share of stock. I filed a claim against the company in bankruptcy for $247. That was the difference above the $100 I paid for the one share of stock. I claim I had loaned the company the money. I was a creditor of the company. The other people who had given more than the amount they paid for [fol. 720] their stock also filed claims for moneys that they claimed they had advanced the company. So that the company owed the stockholders $3,000, and Solomon $700 or $800, and wages to the whole family. We owed altogether $5,000. Every dollar we invested there, what we put in cash, we lost every nickel. I believe it was $5,000, the total loss. When we opened the market we started with $5,000, which included the $2,000 for the issued stock and the moneys that were borrowed. We put out signs that we were

going to sell to the public at cost, and that we were doing a charitable business. We also had circulars, and it was in the paper. We were going to sell at a small profit. We bought chickens for 18¢ and we sold for 24¢. We notified the public that it was a charitable business. They all knew; it was in all the papers that we only wanted to make expenses and pay salaries, and the profits would go to charity. The total liabilities of Superior Live Poultry Market at the time it went into bankruptcy was between $1100 and $1200. We lost in the business $5,000. The other moneys we lost before in business because we haven's made any profits. The stockholders did not claim any money back. It was given as a charitable help to the institutions. We filed a voluntary petition in bankruptcy because Solomon was ready to throw us in bankruptcy. We offered to pay him before he wanted to throw us in bankruptcy. We offered to pay him the $700 in part payments. On that day we owed him money, we had it, but we had to go to Indianapolis for chickens so we ran short. We might have had $700 or $800 in cash when we offered to make installment payments to him. We didn't offer him all cash. Solomon would not take part payments. He wanted either all cash or nothing. He got nothing. The $1800 we owed a week before. We paid that in full. A week later, we bought some more poultry from him for $1200. We paid him $400 on account and he promised to give us chickens or if he did not send the chickens we refused him the balance. Goldman was wrong in saying we owed him for the $1800, when he said Solomon refused to sell him poultry. After we owed him the $1800, Solomon continued to sell us for another week, and after the second week, when we owed him $1200, he said he wouldn't sell us any more. Solomon came to see us when we owed him the $1200, at our place of business. He came to collect the check for the last week's [fol. 721] bill when the payment was due, that Monday morning, in the usual way. That is what he came there for. Up to that morning when he came to collect the $1200 bill, he hadn't refused to sell us poultry; we gave him some money on account. When he came there that morning he told us that he was not going to give us any more chickens, before he asked for the money. I was there on that morning when he came to collect the $1200 due that morning. We ordered the girl to make the check as soon as we

got in for $1200. She wrote out a check to the order of Solomon for $1200 and gave it to me. It wasn't signed; I tore it up because he told me he would not give us any more chickens. Unless he agreed to sell us more chickens on credit I did not want to give him the check. We had agreed with Solomon to give us chickens all the time because he got the money from Goldman, which the money was a part loss for him and Goldman took the money and paid Solomon gave this promise that he would never stop giving us enough chickens. If Solomon didn't agree to give us enough chickens, we would never go into that business. He broke the agreement and I called the check back and the same day when he told us he might send us some chickens, we gave him $400 on account. That left a balance of between $700 and $800 still owing to him. In the afternoon of that day I changed my mind when Solomon who refused to sell us chickens sent word he needs money, and I sent him $400 by check. After deducting the check for the $400. I don't remember how much balance I have in my bank, the Passaic National Bank. I can't remember if we had the $1200 in the bank that day. We did not have an account in any other bank that day. At the time that Solomon got this check for $400. I believe we had a net worth of at least as much as when we started that business. I mean in stock and in the bank. I will give you figures; we gave $2,000 to Louis Barowitz and Harry Goldman right away, we had to pay rent and bought chickens and ordered equipment that was necessary for the business. There is $3,000 going right away which we don't have any income from this money. $2000 of the first $3000 went to Harry Goldman and his partner Louis Barowitz for one-half interest in the corporation, in exchange for the good [fol. 722] will of their business and their leases which had two years to run. The membership of the city had the other half. The whole business was bought for $5,000. After that $2,000, we put in $500 to buying new chickens. The $2,000 paid to Goldman and Barowitz was used by them to pay their old bills to Max Solomon and didn't go into the business of the new company. The $1,000 out of the first $3,000 went into the bank for chickens. The other $2,000 we got from the whole membership and the congregation, we lost it the time when we went to Indianapolis

for chickens. I didn't lose it out of my pocket, but we lost it in the business. As to the last $2,000 that we got from our members and our synagogue, we called a meeting every once in a while and deposited some money in the bank for poultry. When Solomon asked for $1200 we had not yet received the other $2,000 from the congregation and the members. It was afterwards we got the $2,000 to keep supporting the business. At that time there was invested only $3,000 of which $2,000 had gone to Goldman and his partner for just the four walls of the places, and $1,000 had been paid to buy poultry. Up to that time we hadn't made a profit, up to that time we were even.

Q. And you had not made that back, had you?
A. No.

The Witness: We hadn't made any part of that $2,000 back, that we had paid to Goldman and Barowitz. Of the $1,000 that was left up to that time we had paid Solomon $1200, and we had the stock too.

Redirect examination.

By Mr. Rice:

The Witness: At the time I made out the $1200 check, we were supposed to have the money in the bank. I can't remember exactly if we had the $1200 in the bank at that time. I have all the time money of my own; money I laid out. One girl wanted to give him the money as I gave him each week, on Monday morning. In the meantime he ran into a conversation with Mr. Cantor and the rest of the people I mentioned before, instead of getting the check, some one came over to me and said "Do you hear what Solomon says? He is afraid for his life; he won't give you any more chickens."

I put the check in my pocket; I was mad about it. I didn't want to talk to him any more. If you ain't going [fol. 723] to give us any chickens, we are not going to give you any money. You agreed with me in my promise that you are going to give us chickens all the time. What are we going to do? We will have to keep the money and go and buy chickens. So we had to go to Indianapolis. The chickens came to Passaic; we paid out $1300 or $1400, we had the money for that.

In the meantime, I didn't want to go and have anything to do with Solomon. The girl called up and said "Give him $400," she says "We had in a couple of coops of chickens; we need the cash, send—we need the $800, too." We always had money. If we did not have it in the bank we had it with myself. I had $800 all the time. If there wasn't enough at the bank, I was going to deposit it in the bank. When I give a check I want that check to be good. I wouldn't issue no checks if they are not good. I had all the time cash in my pockets. I had even $2,000 cash in my pocket all the time.

Recross-examination.

By Mr. Perlman:

The Witness: I have now $4 or $5 maybe in my pocket. I haven't $2,000 or $3,000 now, but if you will allow me, I will bring it to you. I am not going to carry it around to be held up.

Cross-examination.

By Mr. Kroppy:

The Witness: All the troubles I had were either in Passaic or in Newark, New Jersey, and they were with New Jersey people. That is all the trouble we had.

Mr. Kroppy: I move to strike all the testimony out on the grounds previously stated.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 724] Isidore Spieler, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I ain't got any business now. In 1929 I used to do retail and a little bit of wholesale poultry business in Brownsville. I used to see David Kaufman and Harry Shomer. I could not say exactly the date I saw

them in West Washington Market. I think in the springtime of 1929, but I am not sure. I don't talk to them. They talked to me. They say I should take in a man of Local 167. I said I could not afford it because we are three partners in the place and we don't do a lot of business and we can't afford to keep a man. We did not have any members of Local 167 at that time. They did not say anything further. They told me in a good way to take a man, because they had plenty of people in the office who have been out of work and I should take a man; and I was a member before I went in the business, so the union have to give men work. On that day that I talked to Harry Shomer and David Kaufman I went to West Washington Market to purchase poultry. I bought all around. I got the poultry and took it home in my truck. The loaders loaded it for me. The loaders never refused to load poultry for me and never said anything to me at the time I loaded the poultry, because I was a member of the local and they did not bother me on account of this. I was a member of Local 167 before I went in the business. I made a statement in the Old Post Office Building a few days ago. I did not say that the loaders refused to load for me. They say I should take in a man and if I don't take in a man, maybe I thought they are going to stop me to load. Neither Harry Shomer nor David Kaufman nor the loaders said that they would refuse to load if I did not take another man. They told me in a good way to take a man because I didn't have any; I claimed my business was very small and I could not afford to keep a man, because we are three partners—Nobody refused me to load. No one said anything about refusing to load for me.

[fol. 725] ABRAHAM AARON, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

[fol. 726] The following testimony, given at a former trial in October, 1929, was read in evidence by stipulation as in case of previous witnesses:

Direct examination:

The Witness: I am a butcher in Borough Park, for about four years. I bought my poultry during the summer of

1927 and the summer of 1928 from the Windsor Market. Max Glantz is one of the owners of it. I paid the highest price. I don't remember, but I think it was 10 or 12 cents a pound above the market. I got poultry like all others got. Some times they allowed me to select it and sometimes they did not. Sometimes I find in every coop good ones and bad ones.

I tried several times to buy poultry elsewhere but I could not get them. I was to Frankfater Brothers and also from Abraham Wolfe. Jacob Frankfater was in the market but Wolfe and Hyman Frankfater were not in the market. For Cooper I didn't buy. Another butcher bought poultry for him, and I took him over there with the machine.

I had conversation with Sam Gold in the early part of August, 1928. He said to me in a joke, why do I spoil their business. He laughed and he smiled. He said I shall not do this business any more. I asked him why should I not do it, you are permitted to take chickens, why shouldn't I do it? I didn't take any money. He asked me for a favor, so I took the chickens over for him. Mr. Gold came with two men and said I should stop this monkey business. I asked him why, and he said because it spoils the business. I said, "What kind of business does it spoil, they have slaughtered a few chickens for him, does it spoil the business?" After that, word for word, I said to him, "What did you come here for, to fight?" I said to him, "What [fol. 727] will you do to me?" Naturally, I was angry. I said, "What will you do, hit me, kill me, or beat me up? Here is my neck," and I stretched out my neck to him, in a joke. He also said it in a joke, and he said, "We will cut you but that no blood will flow." That is all; then they went away.

Cross-examination.

By Mr. Jacobson:

The Witness: I was a regular customer in Glantz's market. I know that Cooper, a butcher, was refused merchandise by Sam Gold because he could not pay his bills and I went in to buy for him. I borrowed $500 and Max Glantz endorsed the note for me. Grossman bought poultry for Cooper on his bill and he asked me to take it over to Cooper. Grossman was another butcher. Grossman bought it and

he asked me to take it over to Cooper with the bill, how much it cost. I didn't tell Gold what I was doing. Then Gold came in and he asked me how about stopping this monkey business. I belonged to the Retail Butchers' Association out in Borough Park and so did Cooper and Grossman. Grossman was president. We had a meeting of this association. As a member of the association, he asked us to do him a favor, he was not able to get good merchandise; he was only able to get seconds; he asked us a favor.

I do not owe $110 on the account of the $500 which Glantz endorsed for me. I owe him for merchandise that I took from him, but not all the money at one time, $5 a week or $3 a week. For instance, I took 500 pounds of poultry and he told me, "I will make it with a cent cheaper." Then he would add it on the bill and when I would want to take it off the bill, he would let it stand, and so a year or a year and a half passed, I could not get any merchandise anywhere else, and so the hundred and ten dollars accumulated.

[fol. 728] Mr. Kroppy: I make the same motion.

The Court: Same ruling.

Mr. Kroppy: Exception.

[fol. 729] The following testimony given by this witness at this trial:

Direct examination.

By Mr. Rice:

The Witness: I am a retail butcher in Borough Park. Sometime in November 1931 a lot of butchers held a meeting in Bensonhurst near Borough Park. No marketmen were there. I buy my poultry steady by Sunset Market. I have been buying there about a year, maybe more, during the year I buy it sometimes in another place. I was charged for poultry on September 1931, all over the same price. I do not read the market quotations. I heard from a lot of butchers it was about 20 cents. I paid about that time, I should say, 17 cents, or I should say 22 cents, all kinds of prices.

On September 19th, 1931 the highest price was 32 cents. That was the market quotation. I paid for poultry on September 19th 34 cents. I bought it from The Sunset

Market. Louis Aronin is the boss. Nobody else. I buy until last week all the time from that market. I did not go to any other market to buy after September 19th. I dealt with the Majestic Market last week before Thanksgiving. I don't know the names of the proprietors of this market. I just know the name Majestic. About the first part of October 1931 I went to the Majestic Market to buy poultry.

Mr. Perlman: I object to that.
The Court: Over-ruled.
Mr. Perlman: Exception.

The Witness: At that time I did not get poultry, the proprietor said "I have no merchandise for you." At that time he didn't say anything else.
[fol. 730] I went to buy poultry on Thanksgiving Day of this year to the Majestic Live Poultry Market, Borough Park.

Q. 55. What did the proprietor of the market say?

Mr. Kaufman: I object to that on the ground that it is incompetent and not binding on the defendants.
The Court: Over-ruled.
Mr. Kaufman: Exception. And on the further ground that it is clearly an act of intrastate commerce, assuming the worst that this witness will testify to.
The Court: Over-ruled.
Mr. Kaufman: Exception.

The Witness: He said I can't give you poultry. I said "Why don't you want to give me poultry?" and he said "When I give it to other butchers, not my butchers, the union sends me in a man; I have to pay for that—he sends in an extra man; that is why I can't give you poultry. That is, if he let me have the poultry, then the union would send their extra man and he would have to pay for him. For that reason he said he was afraid to give me poultry. He didn't tell me why they would send an extra union man. I am a new customer by him. He said when comes in a new customer, a new butcher, from another marketman, then the union must send him a man to work.

I have a butcher shop and I have been buying all this year by Louis Aronin and Sam Barkin. I have been buying all year wherever I want. This year I have been buying

from Louis Aronin and he closed his place in the summertime. Then I went to Barkin. When Aronin opened up his place again I went back to Aronin. I like to buy from him. I did not buy from anybody else this year. I was one time to the Majestic and he refused to give me poultry, about four weeks ago. That is the first time I ever went to the Majestic. I ta-ked to the man that everybody said was the boss. I don't know his name. In his market, I am a stranger. When I went to the Majestic right before [fol. 731] Thanksgiving Day I saw the same man. I call him Majestic, I don't know his name. Everybody said Majestic.

When I went to the Majestic the day before Thanksgiving I did not know that I was going to be a witness in this case. I got a subpœna the first time to come to this court on Saturday after Thanksgiving. Three or four weeks ago I was sent for by the Attorney General. He didn't tell me anything at all. He didn't tell me that I would have to be a witness in this case. I was in the criminal case a witness. When the Attorney General asked me to come to see him three or four weeks ago I had a subpoena. I went to the Post Office and saw Mr. Miller, Agent of the Department of Justice. He asked me if I was in the criminal trial and he read me before what I said. He told me I would have to tell that story over again. He did not tell me there would be a trial. He didn't tell me when I would have to tell it over again and I don't ask him. He said "When I need you, I will call you." So he did tell me that he would want me again and tell me when he wanted me again.

Up to Thanksgiving Day I bought poultry wherever I wanted. I had no difficulty. The day before Thanksgiving Day I went to the Majestic because Aronin disappointed me with turkeys. When I went to the Majestic at which time I claimed that somebody told me that he could not sell me any poultry because if he did, the union would put in another man, I did not go and tell that to the Attorney General until he sent for me. I have no time to see him. Friday is a busy day; Saturday I go no places—I have to enjoy myself. Saturday he bring me the subpoena.

Mr. Kaufman: Didn't you think that you should have found out the name of the person who told you this?

The Witness: If I could find this?

Mr. Kaufman: Why didn't you find it out at the time?

[fol. 732] The Witness: What good would it do me if I found out?

The Witness: The Majestic ain't got no retail stores. I am positive. He got one retail store in Coney Island. In Borough Park, he ain't got none. He got a lot of butchers.

The man I talked to is a short fellow, my size. He has got a moustache. He is about 35.

Aronin is still my friend. Everybody is my friend. He gives me the kind of stuff I like. I can't go every week, every day, you see. I call him up and he sends me. It is more convenient for me to buy in one place.

Mr. Kroppy: I move to strike out the testimony, on the same grounds previously stated.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 733] Benjamin Danziger, called as a witness on behalf of the Government, being first duly sworn, testified as follows:

The following testimony, given at a former trial in October, 1929, was read in evidence pursuant to stipulation as in the case of other witnesses:

Direct examination:

I work for defendant Morris Hellman. I have been employed by him about a year. I worked before that for A. B. Taits, Inc., starting in 1928. Before that I worked for Bernstein & Sorkin; same address. The Mr. Sorkin who was a member of B. Taits, Inc., was the same as in Bernstein & Sorkin. I attended three or four meetings of marketmen in my district about the summer of 1927. The first meeting was about June or July. One was held at Grable's Hall. The others were held at the home of Dave Hirshon. At these meetings most of the Brownsville marketmen were present, Hirshon, Morris, Gordon, I. Kaplan, Koslow, Kadin. Samuel Sahn, I believe, was at one meeting. Jacob Mintz, Resnick, Abe Franzel—a few more,

but I cannot think of their names. There were in all about twenty. They tried to organize a credit association. I cannot remember exactly what was said. I know the main feature of the meeting was to protect the money, to protect bad debts, about organizing for the betterment of the business. We spoke of prices to be charged, and about collecting one cent a pound. Hirshon and Morris Gordon spoke about the one cent a pound. I don't remember anybody else. This one cent a pound was for collecting a protection fund, supposed to be used for protection of buying and selling—against the unions. Hirshon said anyone who did not pay a cent a pound would have his poultry stopped. Hirshon said that they were going to use gangsters with it. He said that if we did not do as we were told we would be made to do so by force. I heard Hirshon say, "I have got the law in my pocket," several times. They talked [fol. 734] about people to whom we could and to whom we could not sell. They told us to bring a list of our customers. I did not bring a list of our customers. Whether anybody from B. Taits Company brought a list of customers I don't remember. I went to that meeting with Mr. Taits and Mr. Sorkin. He was there every time I went there. He was there during any discussions I have been telling about.

There were some lists of customers there. Who brought them I don't know. I did not take enough active interest to know. Customers that owed money were discussed. Telling what customers owe certain markets money. The markets were not to sell them. The ones that did not owe money would not sell them. We divide up the customers among ourselves and decide as to which customers belonged to certain markets. Only the customers that owed money were divided up. There were arguments about the other customers, with reference to what I don't remember. I think there was a committee appointed whose job it was to decide as to who owned the customers. Who were members of that committee I don't remember. I don't remember having a dispute on the subject of customers. I do not know whether any member of my firm had such a dispute. I had a private discussion outside of the meeting with David Hirshon as to what was happening at the meeting.

I told Mr. Hirshon that I could not afford to pay the money that they wanted me to pay, according to what was made up, and he said if I could not to get out of the busi-

ness. He wanted $75 a week, but I refused to give it to him. I paid it about twice. I did not pay after my conversation with Hirshon. He said it is costing $20,000 to put me out of the business and he would send more to put me out. If I didn't pay he said he would stop my supply. Bernstein and Sorkin and B. Taits got their poultry at this time from West Washington Market. I got some from the [fol. 735] railroad terminals, Delaware, Erie, New York Central. The Delaware terminal is at Weehawken and the Erie terminal at Hoboken, New Jersey. I also was getting poultry from New York Central, 59th Street. I paid the $75 a week for two weeks to Jacob Koslow and Lipkin. I did not have any conversation with them when they collected the money. I paid them in my place of business, B. Taits, Inc. I did not have any other conversations with them aside from the amounts we were to pay them when they came in. They never examined our books to see how much poultry we sold while I was there. Koslow told me what poultry was selling for. That's all I discussed with him.

It was understood I was to sell as close as possible to what he was selling. He did not ask me to do that. All he told me is what he was selling for. He told me what other people were selling for, too, if I asked him. I may have asked him. At these meetings we spoke about the prices. We would ask each other what they were selling for. And we sold as close as possible as the others. They spoke of selling anywhere from four to eight cents above the market. Something was said about keeping the retailers from doing a wholesale business. In case the retailer would sell the trade that we are selling now the unions would give them help as we have it. For instance, we have three or four men, the unions would give them three or four men. This way they have no men. I mean make them take additional men if they sold wholesale. Mr. Hirshon said something about an agreement with the unions to that effect. He said what I just said. At that time I was in charge of getting the poultry for B. Taits & Company. After I refused to pay the $75 a week to David Hirshon I came down the railroad yard and the union loaders refused to load me. The union loaders of all the railroad yards are members, I believe, of Local 560. Our union is called Chauffeurs and Teamsters; I don't know their name. I am

[fol. 736] not a member of a union. The loaders at the terminals and at the market may be affiliated; I don't know whether they are the same union. I tried to get poultry at the New York Central Railroad but at no other terminals. I tried in West Washington Market. At the Central I used to get my poultry direct from the cars. When I went down to the New York Central or West Washington Market to get poultry, I pulled my truck in to load and the loaders refused to load me. I believe it was about October, 1927. This happened the same day or next day, after I refused to pay the money for David Hirshon. The next morning we could not sell any poultry.

The men went out the next day. Those workmen belonged to local 167. Of the Chauffeurs, Teamsters, Stablemen and Helpers. I believe Charles Herbert was in my place of business that next morning. Charles Herbert belongs to the Shochtim. He told the Shochtim not to kill. I don't know whether it was the first time they refused to kill or the next time. There was once they refused and once they didn't refuse. The workmen went out. I had a conversation with the delegates of that union at that time, Tootsie Herbert and Harry Shomer.

I asked them, "What do you want?" I think they were together. One of them said I had one man too little; I only had three and he wanted me to have four. He did not want to talk to me at all for that matter. I do not think I said anything.

I had a conversation with Hirshon just about that time. Not with regard to taking on another man. He claimed I had that trouble because I was too smart, that is all. He said there was no trouble if I would pay that money.

At the time Shomer and Tootsie Herbert told me to take on another man they did not say anything about my pay-[fol. 737] ments, or about selling only retail. I did not get any poultry at all that day. There was one time I stayed two days without poultry and another time once; I did not know exactly what time it was. I remember having other workingmen sent down to me the next day, three other workmen; Julie Rosenstein, Sidney Rosenstein and Charley Gershowitz. They came in the next morning, Friday. There were three men sent down to me the first time and the second time four, a few months later. They fooled around instead of working. I don't remember ex-

actly what they did. They came a little late. Workingmen are supposed to report at 7 o'clock. It was late when they reported, I don't know what time. They threw a bluff at working. I remember sending Julius Rosenstein to the stable to get a horse. The stable was about three blocks away. He came back and said the horse was gone. I threatened them and about ten or half-past ten they said the horse was found. My deliveries that morning were very poor. They went into a restaurant next door after they came back and reported the loss of the horse. I walked in to see what happened to them. I saw them sitting talking to Koslow. There was Koslow and some other marketmen. I can't recall exactly what happened the next day. I sent Julius Rosenstein out to make some deliveries about 7:30 in the morning. He took a long time before he came back. Those deliveries should have taken him in normal course of business about twenty minutes. He came back about 10 o'clock. Pretty near the same happened every day. I complained to the same delegates I named before. I complained to the workmen about the way they were doing their work. Plenty of times they said, "You know we are under orders." Julius Rosenstein said to me, "You know we are not sent here to work; you know we have other bosses." And on another occasion one or more of them said, "You know what we are here for, why ask us to work." When [fol. 738] they went into the restaurant next door I saw them speaking to marketmen Koslow, Morris Gordon, Mintz and Hirshon.

On Wednesday morning I remember that two customers named Goverman and Kessler came into my place of business. Goverman's tires were cut outside, and he had an argument with Carl Firestone standing outside and everybody went out. I saw Weisler hitting Kessler. Weisler was working for me at that time. He was one of the four men that the union had sent down the second time. Kessler was one of my customers, and came to me to buy chickens. I do not believe I saw him strike Goverman. Julius Rosenstein did not have anything to say or do at that time. Goverman interfered when Weisler hit Kessler, and Weisler hit Goverman then. Julius Rosenstein didn't hit him. He was arrested, but he didn't hit anybody. Julius Rosenstein told Kessler he should butt out of this. Weisler hit Goverman. I don't remember exactly

now whether he knocked a tooth out. I do not believe I heard any conversation between Goverman and Firestone or between Kessler and Firestone on that occasion. Firestone was there. There was a crowd around, I do not remember exactly who was there. Koslow may have been there, I do not know. I had a conversation with Sam Silverman at or about that time.

I asked him to change the men. His position in the union was president. I do not believe he told me anything. He would not listen to me. That was on Wednesday. There were other customers in my place of business when that happened, outside of Goverman and Kessler. Two or three customers stopped coming after that happened. They said they were afraid to.

Something happened to my truck. One of the men went out with the truck and got stuck with it. The motor was spoiled. I did not use the truck again until we put a new motor in. I did put a new motor in afterwards.

[fol. 739] Cross-examination.

By Mr. Jacobson:

I have been in the poultry business about twenty-one years—in the marketmen's branch of that business. Before I was with Taits I was with Bernstein & Sorkin about a year and a half. Before that I was with Koslow and Miller. Hirshon's place of business was on Powell Street, one block from Koslow's place. Gordon's place was also one block from Koslow's place. Tait's place of business was on Powell Street. They are all in one section, all within a radius of a block and a half. And this restaurant that I talk about is on that block. That is the restaurant where all the market men eat. They go there every day. They have been doing that for years. There was nothing strange to see them in this restaurant on that particular day I was talking about.

The market men started to work 7 o'clock in the morning for about a year and a half or two years while this association was on. Before that time they started working 5 o'clock and worked until they got through. They would start earlier on a Thursday.

These men that run the market are men who put on working clothes and work. At the time of the meeting in the

summer of 1927 for the betterment of the business; there were plenty troubles in the business. Never was different; always was trouble. And there was always some sort of an association in Brownsville. Years ago the Brownsville people were associated together in what was known as the 26th Ward Live Poultry Association. Taits was in that. Our firm was in it. And after that they had another association. They have always had one in Brownsville for a great many years back. Among these troubles that the marketmen had was the question of credit. At the meetings the thing they all met for was to organize for the protection of credit. That was the chief topic of conversation. Coming down to these credits, I knew what the trou- [fol. 740] bles were. The marketmen sold to the chicken dealers, butchers, and also at retail. Now take the chicken dealers and the butchers as one group; they bought all over. They sometimes went out of the district that they were in, for instance a Brownsville butcher would sometimes go to Williamsburgh and buy, and go to almost any market he could in Brownsville. And by that means he could buy from ten or twelve different men, or fifteen or twenty, and you could not keep track of how much goods he was getting. It happened that these butchers would fail, and when they were getting ready to fail they would go out and buy from everybody they could, and the man that was ordinarily doing a business of about four or five hundred or a thousand dollars a week would fail for about twenty thousand. That happened often.

The chicken dealers did the same thing that the butchers did. I heard of such instances where a chicken dealer or butcher would open a store in Brownsville, buy a lot of poultry from the marketmen in Brownsville, close the store and then go and open another store in Williamsburgh. And sometimes they closed the store they had in Williamsburgh and then opened one in Brownsville without paying their bills in the first place. When they talked at these meetings about not selling to another man's butchers, they used the term not selling unless the man could produce a receipted bill. That receipted bill was the main feature. I understood that to mean that a butcher that was buying regularly from one marketman should not be sold by another marketman unless he could produce a receipted bill showing that he had paid his regular dealer. There was a little talk

about not selling him at all. It was mentioned that he should not be sold until he paid his bill in the other place. That was the main thing. Tait's was doing during the time that I have mentioned beginning with the summer of [fol. 741] 1927 up to 1928, about eighteen-twenty thousand pounds of poultry a week. It decreased as time went on. As soon as this organization was begun for the protection of credit his business decreased. I recall the term "overstocking" being used, carrying too much stock. That was talked about at those meetings. The marketmen would buy stock sufficient for their regular trade and in addition buy extra stock. I guess we all do it. That is what is known as run around trade. Run around trade is mostly bad money. People that really could not get credit in one place would run around all over for goods, and when we had stock left over, we would sell it to them. We would sometimes sell them the stock we ought to use for our regular customers. That very often turned out to be a bad debt. At this meeting it was mentioned that the people should not carry this extra stock because of its hurting the trade and resulting in bad debts. That is an old disease. It sometimes happened that we would carry stock for this run around trade and then they would not come in and buy it and we would have it on our hands; and when we had to carry poultry like that, we had to take a loss on it. It would shrink and lose weight. Some of it would die. When it dies a natural death we cannot sell it, we have to throw it away. That was one of the evils that we were discussing in these meetings of this organization.

Those are the two main features, for the abatement of these nuisances, that we talked about. After the summer of 1927, we decreased right away. That was the main source of trouble, main argument with Hirshon. That was Tait's trouble. I think we laid off one man then. When we had these meetings in order to overcome the situation, some of the marketmen submitted a list of butchers who were their regular customers and some did not. So it should be known which customer was accustomed to dealing at any particular market place. Plenty of them appeared upon several dif- [fol. 742] ferent lists. A number of marketmen claimed the same customer. We knew our customers by names and street address, mostly the latter. We would sell these customers on credit, not for cash. We described them in our charge slips in the first entry by the address of the store.

There were some customers whose names we knew, and the number of the store. That is the way we conducted our business. When this list was submitted and these customers were tolled off, each place having its own regular customers, then we were told not to sell those customers until he could produce a receipted bill from the man he was accustomed to buy from regularly.

They never paid up. It was found when this organization was going into effect that there were some people doing so small a wholesale business that they could not even make a living out of it. Some of the marketmen who were doing a larger business would then buy their wholesale trade. Taits was supposed to buy some of this wholesale trade, but he didn't have enough. He got it as long as he stayed in, as long as he paid. That is where the whole trouble was. When that dealer would take over some wholesale trade of another similar dealer, he could add to his own wholesale trade the other man's wholesale trade without even increasing his expense. And when I said there was talk of cutting down expenses, that is the way the expense was to be cut down.

There was a talk of joining together the business of two small men or three small men, so that a living could be made out of it for the expense of one. That was what the idea was. Taits was paying $75 a week. He was supposed to pay that for the extra wholesale trade that he was getting. It was supposed to be on a cent a pound but he worked it out differently.

We were doing eighteen to twenty thousand pounds a week when it started, and we were paying $75 a week only [fol. 743] the first two weeks. That was supposed to be a cent a pound. There was talk at the start of whether or not they could pay a cent a pound. Some men did not even want to pay a set price for the trade they were getting, that extra trade, when they were asked if they could pay as much as a cent a pound. I don't know what happened later. At the meetings it looked like everything was all right. Some marketmen said they could not afford to pay a cent a pound. At this meeting it seemed O. K. and the $75 payment by Taits was arranged at a later time. We never did pay a cent a pound.

About a week or two after these meetings it was arranged that it was to be $75 a week. We actually got

together on this protection of credit cases, and then afterwards were asked to contribute $75 a week, after our additional wholesale trade was allotted to us, even though we didn't get it. Our new customers did not come in. I was supposed to get a list of new customers from some other dealer, but I didn't get them.

From the summer of 1927, to 1928, August 1st, B. Taits, Inc., was a member of the Chamber of Commerce. I withdrew from the Chamber of Commerce after the trouble with Hirshon. The operating expense of Taits, Inc., was about $800 a week. That averaged about four or five cents a pound without shrinkage. Shrinkage is a big item of expense in the business. And so are bad debts. That five cents a pound is without bad debts. To cover our operating expense and the shrinkage and losses on bad debts we must charge six cents at least a pound above cost. If we sell at less than six or seven cents a pound above cost we are losing money, and getting up at 5 o'clock in the morning to do it. I am talking about the summer of 1927 through 1928. We were selling at two cents a pound above cost plenty of times, when we had stock left over. If we stocked up for [fol. 744] this run around trade, and if it didn't come in and buy, then we had to sell that out at very close margin, at cost also, and we would have to lose money in order to get rid of it to avoid shrinkage. That is why our business is no good. Our competitors, who were within a block of us, would have to meet that competition and sell down below cost.

We had such instances as this: When a marketman would sell to one of his customers at say three cents a pound above cost, and the next door marketman or in the same neighborhood would sell to another customer in that neighhood at five cents a pound above cost, then that customer who paid five cents a pound above cost would insist on taking off two cents a pound to be even with the other fellow. When I say above cost, I mean what the marketman pays to the receiver in West Washington Market.

Cross-examination.

By Mr. Kaufman:

The Witness: I picked up poultry at the Jersey terminals pretty near every day. The poultry is taken out of the cars and put in crates and then purchased by the market-

man. We buy it from the coops or crates that the receivers put it in before they deliver it to the marketmen. We call that direct the cars. It is taken from the cars by the receivers and put in crates by them, and from those crates it is delivered by the receivers to the marketmen.

Our men went out on strike, the first time, somewhere in September—October, 1927. We had three men at that time working for us, one chauffeur and two men who moved poultry from place to place inside and delivered with a horse and wagon. Those three men were union men. They were Abe Kutler, Willie Swotnick, and the third I don't remember. They didn't tell me they were going to leave. I found out that they left when they didn't show up. I worked myself. Later that morning I communicated with the union and asked for new men to be sent us. I believe [fol. 745] the delegate was down. I saw him outside.

Our place of business was in the general locality in which all of the poultry dealers had their places of business. Sometimes the delegates from the chauffeurs and the helpers' union was in the neighborhood there. I looked for him and told him that the men left me and I asked for new men and he sent us these three new men, Charles Rosenstein, Sidney Rosenstein and Gershowitz. They stayed just a few days. I believe they only finished a week. They left and I got my old men back. That was in October, 1927, when I was with Bernstein & Sorkin. During the week that these three men were with me at Berstein & Sorkin's, they took it easy, but they worked. That is the only complaint I had during that week, that they did not work as fast as I thought they ought to work. Before the three men left the employ of Bernstein & Sorkin, I had Mr. Sorkin's son employed there as a helper. He was not a union man. The three men refused to work for me because he was not a union man. That is what they claimed later. When the three men came back after I discharged the three men supplied to us by the union, I did not continue to have Mr. Sorkin's son work for us. That is one of the conditions the three men insisted on before they would come back.

This incident in October of 1927 was the first time that I ever had any trouble with the union. Then the three old men continued to work for us. Then there was a later time when those three men again went out of our place. That is when Taits was in. Taits came in a few months later, I

don't know the date, about January, 1928. Taits was in before we had this difficulty with these men, only about a month or two. They may have made demand for overtime. On Friday morning the men are supposed to come to work at 5 o'clock in the morning instead of 7 o'clock in the morning, and for those two hours they are entitled to extra wages. I believe I paid that. These men complained [fol. 746] because I stopped paying them for those extra two hours on Friday morning, but they told me everything later, after they left, not before. They made these complaints to me and told me what they wanted when I started asking the delegate what was the matter.

The second time that our three men went out, I again got in touch with the delegate of the union and asked for new men and I saw the delegate around the market. I told him that our men went out and I wanted new men. At that time the delegate told me I ought to have four men and he sent me four men, and the four men that he sent me were the two Rosensteins and Gershowitz, whom he sent me once before, and in addition Arthur Weisler and Willie Swetnick, one of my old chauffeurs. They were men whom I knew had worked in the business for a good many years.

It was the second time they worked for me that I complained they did not work hard enough and that they were stalling around. I complained because they told me our horse got away and was not there. That horse had never went away by himself. He was full of life but that did not make him run out of the stable. This horse had never previously run away while someone was trying to harness him up.

On the second occasion when the union had sent these four men in to us they took a little time off in the morning and I saw them in that restaurant, and some marketmen sitting at the next tables. When I was not able to load my truck at West Washington Market, it was the second time, about the first part of 1928. When my men went out the same day I loaded it once myself; I think I stood one day without poultry and then loaded it the next day myself, with Zalkin's son; they loaded it the next day. That is all the trouble I had with them, with the loading up. I had that set of men there for quite awhile. I think I had them a [fol. 747] few weeks. During that time they fooled around, but they did all the work. The men have a breakfast time off after the work in the morning is completed. There is

no fixed time for them to go in for breakfast. They go as soon as they get finished with the early morning work. That is the time that they went into the restaurant that I complained about. When Mr. Shomer came in there to collect the check for overtime, we had some argument about it; he did collect once a check, I don't remember exactly what it was."

Mr. Kroppy: I object to it and move to strike out all the testimony on the grounds previously stated.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 748] HENRY DREXLER, called as a witness on behalf of the Government, being first duly sworn, testified as follows:

The following testimony, given at a trial in October, 1929, was read in evidence pursuant to stipulation in case of previous witnesses:

Direct examination:

The Witness: I am a shochet. I have been employed by Mr. Edelstein, who was on the stand just before me, about seven or eight years. I remember I had a customer named Liebowitz during the fall of 1927, and several men came into my place of business early in the morning when I came and started to slaughter. Then Mr. Leibowitz came. I started to slaughter for him, and then several men came in, and they stopped me to slaughter. I don't remember if they said anything to me. All I know they stopped me from slaughtering for Liebowitz.

Cross-examination.

By Mr. Shalleck:

The Witness: I am now a member of the Official Orthodox Shochets' union in good standing. I know the union rules of the shochets to kill. The doors were locked while I was killing before union hours. When these men came in, I don't remember whether they threatened to report me to the union unless I complied with the union rules and

ceased killing before hours. I do remember that they once reported me because I came to work before the union hours. I was sent down to work as a retail shochet. If I were to kill for Edelstein and Leibowitz, I would kill more than fifty coops and it is possible that it might be wholesale business. There were different butchers, that was the seventh.

Mr. Kroppy: I object to the testimony of this witness on all of the grounds previously urged.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 749] MICHAEL J. GAVIN, called as a witness on behalf of the Government, being first duly sworn, testified as follows:

The following testimony, given at a trial in October, 1929, was read in evidence pursuant to stipulation as in the case of previous witnesses:

Direct examination:

The Witness: I am a New York City policeman. On or about the 28th day of May, 1928, I rode a truck belonging to B. Taits & Company down to West Washington Market. On that occasion a man named Danziger and Sorkin's two sons were with me. We arrived in the West Washington Market about twenty minutes past seven; when we arrived I observed a large number of men, fifty or more standing on the corner. These men, when the truck stopped, came down close to the truck. I pulled my gun from my holster and told them "Stay away," or I would give them the business. They kept on coming, and I raised the gun and told them I would shoot and when I shot I would shoot to kill. They moved back. The three men, Danziger and Sorkin's two sons, unloaded the chickens from the truck that was fully loaded onto their own truck. While doing so there were several chickens got loose from the crate and jumped to the street and strut about, while several men from this crowd gathered in back of the chickens, and they walked around the corner, and when the chickens walked away, about 75 feet, one of them, a man came there with a stick and struck the chicken. The chicken lay as if dead. I was

standing in the rear of the truck and I observed a man attempt to lift the hood of the truck which I was guarding. I drew my gun from the holster and told him to go away, which he quickly did. The truck was loaded and we were leaving the market, and a number of these men shouted threats to the men that was on the truck, as it was leaving the market. They hollered, "All right, scabs, we will get youse." I recognized a man by the name of Wiener, and [fol. 750] Tootsie Herbert (witness leaves stand and goes to the center of the court room) (identifying the defendant Arthur Herbert). (Wiener stands up.) I never saw that man before. I don't recognize him. I saw a few cars parked in the market. On the return I stood on the running board watching if any of these cars were following. When we arrived at B. Taits & Company I observed one car which stopped about 75 feet from the car. Only one man approached, came down to me about 10 feet from the truck. I walked over and asked him the nature of his business.

Cross-examination.

By Mr. Kaufman:

The Witness: When we were back in the market on this truck there was a crowd of about fifty people. They were not in formation for this truck to come along. They were standing about. There were a lot of other people in the market beside those fifty men who were standing about. Some had white coats on, some had over coats on, some caps, just a large group. There was just the one group. Some had spring overcoats. I saw Tootsie Herbert before this one occasion. I saw him several times before in the Prospect Market. He was pointed out to me. I was chasing a fellow driving a chicken wagon to get over so traffic could get through. He said, "All right, I am talking to one of the delegates." I said, "Who is the delegate?" He said it was Tootsie Herbert. I rode the truck in May of 1928. Tootsie Herbert was pointed out to me as being a delegate of the union in April by the fellow driving the chicken truck. I do not know who he was; and when I was told the name Tootsie Herbert I remembered it. In May, when I went to the market, there was no scene, only when the truck stopped all the men started to walk towards it. I took my gun out. I expected trouble. There was no ar-

rest. Whenever I see a big crowd of men in a case like that I pull a gun; in a case of a strike. There was a strike on at that time, from what I understand, and just to be on [fol. 751] the safe side I pulled my gun. If there was a general strike of truckmen in the market at that time it was unknown to me. I didn't observe any other policemen there.

There was no serious trouble took place at that time. The only trouble I saw was this fellow attempting to lift the hood and the chicken that was hit that I saw running away, and the driver refusing the load of the men on No. 2 truck. I did not make a report of this situation, it was not necessary. And as far as Tootsie Herbert was concerned, he was pointed out to me some time in April of 1928 and I saw him again in this big crowd in May of 1928. And they were the only two times in my life that I ever saw him.

Mr. Kroppy: Same motion to strike it out.
The Court: Same ruling.
Mr. Kroppy: Exception.

[fol. 752] Sam Bernklau called as a witness, etc.

The following testimony, given at a trial in October, 1929, was read in evidence pursuant to stipulation as in case of other witnesses:

Direct examination:

The Witness: I have been a butcher in Coney Island, for two years. During the fall of 1927 I bought in Morris Gerber's. After November 27, 1927 I bought from Morris Gelb about three or four months and then he could not get any more poultry. Then I went on the East Side and I bought from a marketman on Rivington Street for a couple of days; I really don't know his name. He really had retail stores that he sells to customers.

About this time I had a conversation with Moe Rosenstein. He asked me to kill poultry in Coney Island, and I will get it for the same price as I pay outside. Every couple of days I used to see him because he was around the section. He did not say anything else. I also killed in Jersey City in the market of Sam Davis. I killed there

from about November, 1927, to March, 1928. Then I went back to Coney Island to kill stuff. Before I went back to Coney Island nothing happened. Sam Davis sold me as much as I wanted; he never refused and never told me he could not sell me.

When I went back to Coney Island I dealt with the market of Abe Harrison, Inc. Abe and Sam run it. They charged me five or six cents. Moe Rosenstein asked me to come back to kill in Coney Island and I came back and went over to Harrison's and asked what they are going to charge me. They said, "According to the week, five or six cents, the circumstances of business." They charged me five or six cents all the time from then on.

I attended a meeting of the marketmen and butchers during the month of June, 1928, on 28th Street, Coney Island. [fol. 753] The marketmen who were present at that meeting were Morris Gerber, Abe Harrison, Scull and Al Berman. There were no marketmen outside of Coney Island. I was on the committee of butchers at that time and the butchers called the marketmen to come to us to see what we could do to straighten business matters out between butchers and marketmen. What we asked them was, they should not allow the chicken dealers to undersell the butchers. For instance, when the butcher pays about 30 cents, and the chicken dealer sells it for 32 cents, that hurts the butcher from doing business. That's about all, and we could not do nothing with them because they have had no control or connection with any chicken dealers, so they could not accomplish anything. That was just what the last conference was. It broke up and we never had it since then.

In our own meeting we butchers decided to pay a penny a pound from the poultry that we buy of the marketmen to a fund. We asked that the butchers should give half a cent on the pound and the marketmen should give the same for all poultry that is bought, and we shall have a fund, and in case the chicken dealer tries to harm us, we will see that a neighbor is fighting for the same price he is selling it. The marketmen say they have no control over any of those things. Nothing was done.

When I went over to Jersey, I met Moe Rosenstein at my store when I came back. He asked me, I had promised to come to kill in Coney Island and I did not keep my word

to him. I had promised that I will go to him and kill poultry in Coney Island. I have been to several butcher stores at times when Moe Rosenstein had a conversation with them to kill in the Island. I had been dealing with Gerber about ten years; I left him because his prices was too high comparing with outside. His prices were eight or ten cents, and I paid outside of Coney Island five or six.

[fol. 754] Cross-examination.

By Mr. Jacobson:

The Witness: I was president of this butchers' association at Coney Island. Rosenstein worked for our association about a month or two. Mornick was a member of our association and also Finkelstein. Rosenstein attended meetings of this butchers' association and Mornick and Finkelstein were present at those meetings. Rosenstein got his salary from our association.

Redirect examination:

The Witness: Rosenstein was employed to prevent the butchers from having price signs in their windows, and just to prevent trouble from one to another; that is about all. We hired him in the spring of 1928. Moe Rosenstein attended the butchers' meetings just to straighten out matters between the marketmen and the butchers, and then when he went away from the marketmen he was working for the butchers.

He started to work for the butchers right after the marketmen's association was broken up. Our own butchers' association had a rule that butchers should not have signs with prices in the windows. That had nothing to do with the marketmen.

By Mr. Jacobson:

The Witness: We have had that rule among the butchers since we have had the butchers' association, but we were unable to control it until after the marketmen broke up.

Mr. Kroppy: I make the same motion to strike it out as heretofore urged.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 755] The following testimony given by the witness on this trial: . . . .

The Witness: I am a butcher in Coney Island. Prior to September 19, 1931, I was paying above the market quotation for poultry, about three or four cents a pound. On September 19th, the wholesale market went from 20¢ to 24¢ and butchers were charged 34¢. All of the prices went up at the same time all over Greater Brooklyn and New York. I was buying poultry at that time from Morris Gerber, a marketman in Coney Island. I paid for my poultry 34¢ a pound when the market price was 20¢, and Gerber told me he was charged 4¢ premium which would be 24¢. He said "That is the price all over New York City. Morris Kleiger, his partner, was not present when Gerber said that. Nothing else was said.

I went back to him on September 22nd, 1931 and bought poultry again. I was charged about the same. I said that the price was too high. Tliis is not the time for it. "Well," Gerber said, "you can go over any place you want but the price will be the same." That was the Jewish New Years and every butcher that came that night to the market was glad to get the poultry. Morris Gerber said "Prices is the same all over." We all started to kick about that change, too much above quotation and he says "Go any place you like. Nothing is stopped for you. If you go anywheres you like" that means in any market in Greater Brooklyn or New York, "prices are the same all over." Nothing else was said.

Then we tried to organize butchers not to buy their poultry and that took as far as October 28, 1931.

On that day there was a meeting in a synagogue in Coney Island. Most all the butchers in Coney Island were there. I called the marketmen to the meeting, Morris Gerber, Abe Harrison, Jacob Harrison and Joseph Scull. That is all of the marketmen in Coney Island. Joseph Scull said to me that he is not the boss over the slaughter house, the Exchange on West Washington Market rules, conducts his business. That is all he said. He did not say anything about prices.

About prices I spoke to Abe Harrison, I says "The way conditions are today we cannot conduct our business; you are charging us 10¢ or 12¢ above quotation and you go to work and give chicken stores 4¢ or 5¢ or 3¢, we don't know

how much you are charging them, and they go to work and take the butchers' business away; they are simply left [fol. 756] without anything." I offered to him right from the next day, October 29, to buy his poultry straight as they receive it from West Washington Market and we should pay the prices 5¢ a pound above quotation as the chicken dealers. And that he should charge it for himself what we were supposed to pay in order not to hurt our business. He refused that offer and he says he is not in a position to make any prices with us because the slaughter house is not conducted by him but is conducted by the Exchange in West Washington Market. This was the conversation between myself and the market people and we continued it up for three or four hours and that is the end of it. That was at the meeting. No one else said anything about the Exchange fixing prices. Nothing was said about how the Exchange controlled these markets, and I don't know. Morris Gerber didn't talk. He said that whatever Abe Harrison says, it is O. K. with him. Morris Gerber is not a partner of Abe Harrison. They had separate markets. Nothing else was said at the meeting. I asked Morris Gerber why they charged 10¢ during all of the time, September 19th to October 28th and he said because we don't slaughter the poultry as they receive it from West Washington Market. Nothing was said about an agreement among the marketmen, and I did not ask them. Morris Gerber said that they all came together, and they are charging the same price, everyone of them.

Q. Did he say anything about an agreement among them?

A. No.

Q. But he said that all of the marketmen were charging the same price?

A. The same price, they came together.

Mr. Kroppy: I object to that, except to the extent that it is binding on Morris Gerber or whoever it was that made the statement himself and not binding on the other defendants.

The Court: Over-ruled.

Mr. Kroppy: Exception.

The Witness: I asked the marketmen to give better prices to the butchers, and to come to an agreement that

they wouldn't charge the butchers so much as 12¢ because the butcher is being chased out of business and their answer was, as I said before "They can't do anything; it all belongs to the Exchange."

I know Louis Lipkin, a bookkeeper of Morris Gerber's. I talked with him when I attempted to purchase poultry there.

[fol. 757] The Witness: There was a meeting of Coney Island marketmen on October 28, 1931. It was on a Wednesday; I am not sure of the date. The marketmen attended that meeting. They were Joseph Scull, Abe Harrison, Ben Harrison, Morris Gerber. Prior to this meeting there had been no change of the price of poultry in our district for several months. There was a change in prices about two weeks after the meeting. The price before was 3¢ to 4¢ a pound above the wholesale market quotation. At the time the meeting was held the price the marketmen of Coney Island were charging the butchers and retail dealers was about 8¢ to 10¢ above the market quotation. It went into effect on September 19, 1931.

The price on September 18, 1931, was about 3¢ to 4¢ above the market quotation. All the marketmen charged 8¢ to 10¢ from September 19, 1931, until the beginning of November, 1931. Nothing was said about this price of 8¢ to 10¢ above the market quotation at the meeting or within a few weeks prior to the meeting. I did not ask any of the marketmen why the price was 8¢ to 10¢ above the market quotation. At the meeting I offered the marketmen to make it 5¢ a pound on a straight killing of poultry as they received the poultry from West Washington Market. I acted as chairman of that evening, and represented the butchers of Coney Island.

Abe Harrison said the marketmen can't make no change in prices. He said prices is up to the Exchange; it is up to the New York Live Poultry Exchange and West Washington Market to change prices. It isn't up to them. He did not explain further what he meant by that. He did not say whether the Exchange had any control over the prices of the marketmen.

I do not remember whether or not there was any investigation going on at that time. There was some newspaper publicity as to an injunction suit about October, I believe. I saw it in the papers that the Attorney General is trying to get an injunction against the marketmen in Greater New

York, that is about all that I knew. I did not hear any of the marketmen say anything about that injunction. I [fol. 758] did not hear any talk about it.

I know Louis Lipkin the bookkeeper in Morris Gerber's market. I talked to him after September 19 when the price was increased to 8¢ or 10¢ a pound:

Mr. Kroppy: I object to that testimony regarding conversations between this man and the working men in the place; it is not binding on the defendants.

The Court: I can't tell yet; it doesn't appear to be competent.

The Witness: On September 19, 1931, I was charged 34¢ a pound and the market quotation was 20¢ to 24¢. I said I think it is a little too much and he said the prices are all over the city the same way.

Mr. Kroppy: I move to strike out the last testimony, if your Honor please.

The Court: Denied.

Mr. Kroppy: Exception.

The Witness: Morris Gerber did not say anything. I did not ask anyone else in the market about the price. I said that I am going to try to get it at a different price and Lipkin said "Well, it is up to you to go, but I guarantee that prices are all over the same." He did not say anything further.

I will explain that most of the marketmen do not do business direct themselves but through their bookkeepers because they are busy doing their buying and 90% of the business that you are doing is through the bookkeeper who is salesman and everything.

About ten days after September 19, 1931, I heard Lipkin say to a butcher "What difference does it make where you buy; the profits goes the same?" "Whether you buy by us or somewheres else, we get your profit in addition, from the expense." He said "We get it just the same". He said that meant all the marketmen are to go—are together. Mr. Lipkin said "No matter where you buy it", he said, "profit above all expenses go to us." That is the only [fol. 759] words that were said.

Mr. Kaufman: I move to strike out the statement made by Lipkin on the ground that it is incompetent and not binding on any of the defendants.

The Court: Denied.

Mr. Kaufman: Exception.

The Witness: Abe Harrison at this meeting said it is not up to them to conduct the prices; it is up to the exchange. The other marketmen present did not say anything at all after Abe Harrisson made that statement, and I did not ask [fol. 760] them about it. They did not raise any objection.

Cross-examination.

By Mr. Kaufman:

The Witness: I am a butcher, and a butcher shop, in addition to selling slaughtered poultry, sells all kinds of meats. The butchers have been complaining that the chicken stores sell cheaper than the butcher shops. There has been some conflict or difficulty between the butchers and the chicken stores. The butchers have an association in Brooklyn, and I am the president of it for about 5 or 6 years. There is no difference in buying as between the chicken man and the butcher store, except that some of the chicken dealers buy in much greater quantity than the butchers. There was some conflict between the butchers and the chicken dealers because the chicken dealers could sell a little cheaper than the butchers, and that was the reason that I, as president of your butchers association, called the meeting in Brooklyn, about the 21st of October. I did not call this meeting of the butchers about the time that I read that the Government was trying to get this injunction. That publicity absolutely had nothing whatever to do with it. At that meeting I, as president of that association, asked that Mr. Harrison and Mr. Gerber and Mr. Scull should be present as our invited guests. As chairman of the meeting, I complained to the marketmen, and said there is no reason why we butchers should be charged any more than the chicken dealers. Mr. Harrison, Mr. Gerber and Mr. Scull did not tell us that we are not entitled to the same price as the chicken dealers. That was something that we wanted to accomplish, but they did not agree with us. Up to September, 1931, we were paying approximately 3 to 4

cents above the market. We could buy from anyone we wanted. There was no difficulty at all. Nobody told us where to go. We could go wherever we pleased and buy as much as we wanted to. Nobody interfered with us or told us when or from whom to buy. On the 19th of September, the price that I was asked to pay was 10 cents above the market. I am sure of that. I was buying from Gerber during the week of September 19th and no one else. The [fol. 761] paper you show me is a copy of the statement that I got for the week commencing September 19th and ending on September 25th. The first item here under date of September 19th is "206 fl." That is fowl at 34¢ a pound. I testified that the market quotations for that fowl was from 20 to 24 cents. I got those prices from a Jewish newspaper that always compares with the English paper on the prices. There is a recognized paper in the produce business called "The Producer's Price Current" but so are the others. I have not got that paper. I just remember that The Producer's Price Current for Saturday, September 19th, which you show me has no price opposite fowls colored heavy, but there is a little notation there by way of an asterick in place of it, which says "sold at premiums 1 to 2 cents" and "fancy heavy fowl at an additional premium equivalent to 26 cents." When that paper says the cost of that heavy fowl was 24 cents with a premium of 2 cents I dispute that newspaper. I got another newspaper, but I had no interest to keep it. I went to the West Washington Market on the 19th of September to note the prices. I asked the people that I know in the market, that I have been buying poultry from. I asked Mr. Gerber what he paid for 206 fowl that he charged me 34 cents for. He did not tell me 27 cents. I said that the fowls which are referred to on this copy of a statement from Mr. Gerber to me were classified under "Fowls colored heavy," and then you called my attention to the asterick, and I read the notation. I claim that the fowls that are referred to as 206 pounds fowl at 34 cents is under a different classification than fowls colored heavy. It is classification 22 under the name "chickens colored average." I am sure of that. The next item on the copy of the statement from Mr. Gerber shows 54 fowl, 29 cents. That is Leghorn fowl. When they refer to "chickens" they mean spring chickens, and when they refer to "fowl" they mean the heavy chickens. In The Producers Price Cur-

rent of September 19th, 1931, chickens colored average at 22 cents refers to spring chickens of all sizes—at this time of the year. I said a moment ago that when they referred [fol. 762] to "chickens" they meant spring chickens and that when they referred to "fowl" they meant the heavy chickens. When they referred to "chickens colored average" they mean spring chickens, so that when I bought the 206 pounds of fowl at 34, I was not getting the spring chickens. The third item on this Morris Gerber statement shows 220 pounds of broilers at 34 cents. Broilers were different from spring chickens at that time. A broiler is from — pound to two pounds. Then a chicken is from 2 to 5 pounds. A fowl is from 3 to 5 to 6 pounds. We have three classifications, broilers from 1 to 2 pounds, chickens from 3 to 5 all sizes. The fowl is separately.

Q. Where does the fowl begin and the chicken end? See if you can't tell us this over again. What do you call a broiler?

A. From 1 to 2.

Q. What do you call a chicken?

A. A chicken?

Q. Yes.

A. From 3 to 4 to 5.

Q. And what is a fowl?

A. The same size.

Q. What is the difference technically between a fowl and a chicken?

A. You should ask that? I don't know the difference. I think you do.

Q. Isn't a fowl a hen?

A. I don't know. The kosher department takes care of that.

The Witness: Going back to the statement of Morris Gerber to me, the first item of 206 pounds of fowl comes, as I claim, under the classification, in the Producers Price Current under date of September 19th, of "fowls colored light to medium," and the quotation in the paper is 21 to 22 cents. If my description is right I was charged 12 cents above the market. I am sure of that.

I don't know what Gerber paid for those fowl. I did not ask him. The 19th of September was the beginning of the

Jewish Holidays. At that time there is not usually a scarcity of chickens in the market, and there was a scarcity at this time. There is never scarce poultry on the Jewish New Year's in Greater New York. The prices are not higher at the time of the holidays. There was no greater demand for poultry on the 19th of September which was two [fol. 763] days before the Jewish Holidays. When I paid my bill to Gerber I did not take off a penny and a half a pound and I am sure I did not get an allowance. I did not get any allowance from Morris Gerber at the rate of a penney and a half a pound for a period of three weeks. I pay my bills by check.

The marketmen buy from West Washington Market in large quantities; he buys a truckload at a time and moves it from West Washington Market in to his slaughterhouse, and he keeps it there sometimes one, two or three days. During that period, he has to feed the poultry. Any risk for loss of any of the poultry or any loss of weight is at the risk of the marketman. There are a good many fowl that cannot be used with the Jewish ritual, called "trefe." That is entirely the risk of the marketman. When poultry becomes "trefe" it cannot be used for the Jewish trade, and the marketman has to sell those for whatever he can get for them. Sometimes he cannot get anything for it. In addition to that, the marketman buys his poultry alive and before he sells it to the butcher, he has it slaughtered by a rabbi with the Jewish ritual, and he pays the cost of the killing. Any loss of blood is something that the marketman has to carry. So far as the butcher is concerned, he gets his weight after the poultry is slaughtered and its loss of blood is completed. Those shrinkages are matters that the marketman must take care of himself. I do not say that all that a marketman should charge is 3 or 4 cents above the quotation and that that is my idea as to how he should run his business. That is not all the profit that I think he ought to make. The shrinkage to the marketman is between 1 and 2 cents a pound from the time he receives it until he gets ready to sell it. At certain times of the year the shrinkage is only 1 cent a pound, and at other times of the year it runs as high as 2 cents. By shrinkage I mean the loss of weight of the poultry as a result of standing and slaughtering, and that 2 cents a pound does not include rent of the market or salaries or any of the items of overhead. It does not include any loss on

account of credit, extended to customers. I know the losses of marketmen are sometimes very large. That 2 cents a pound does not cover any of those items. I know what it costs a marketman to do business. I know what it costs [fol. 764] every one of them. I don't know what their losses on credits are. The chicken dealers and the butchers buy from the marketmen slaughtered poultry, the same thing.

Mr. Kroppy: I move to strike out the testimony of the witness on the ground that it is hearsay and not binding on any of the defendants, based on intrastate transactions only, and on all the other grounds previously stated.

The Court: Motion denied.

Mr. Kroppy. Exception.

[fol. 765] BENNIE SANDLER, called as a witness on behalf of the government, being first duly sworn, testified as follows:

The following testimony, given at a trial in October, 1929, was read in evidence pursuant to stipulation, as in case of other witnesses:

Direct examination:

The Witness: I have been a butcher about 25 years in Coney Island. In the summer of 1927 I bought outside in Brownsville, sometimes in Coney Island, before they incorporated. I did most of my buying from Morris Gerber. I did some buying from Mintz, before the corporation.

In the summer of 1927 I went to Jake Mintz' market and he refused to give me stuff. I did not know that this was Arkie or somebody else, but a red car was following me for a long time, in the morning, and I knew they were after me. So when I went down to Powell Street and Sutter Avenue, Brownsville, I was stopped off by Arkie—that was what I heard them call him by name, Arkie. He told me to go back to Coney Island. So then I went back to my store, and I see coming along this machine. I left my machine in front of the door and told the man to go down to Coney Island. This fellow had a place in Mermaid Avenue some place. I stayed back in my store and Arkie was standing by and two men were watching me. Then I jumped in a taxicab and went

away and purchased my stuff. When I got back I found that he is standing and he says, "Well, you got me, you were smarter than me today and you got th- stuff, but you would not get any tomorrow."

(Witness identifies Arkie as defendant Weissler.)

Arkie followed me the next morn*ign* again when I went to a market in Borough Park owned by English. He told me I shall go away and I saw Arkie there. So I turned back with the machine. I didn't go into the market to talk to [fol. 766] English. I was talking with him by the telephone and he made out he would deliver to another butcher. He delivered to another butcher, and I took the chickens from there.

Then I was dealing with a man a few times and he stopped all at once. He said they found out where I got merchandise and he stopped giving me merchandise because they were going to stop him from getting poultry in West Washington Market. From there I went to Ozone Park, where I got stuff for quite a while. Then the same thing happened. They found me out there. I don't know the people who followed me there, but I heard they were talking to not giving me merchandise, and a man said he has got to give me stuff but tomorrow he wouldn't give it to me. The next day I didn't get it there. Then I went to some place in Brooklyn. I couldn't tell you where. I was going all around the town to get stuff.

Bass gave me poultry. One morning I came in and saw a man they call Lipkin and another man they call Koslow. They didn't say anything to me but walked out of the market, so Mr. Bass said he cannot give me more stuff except the stuff I killed now. Then I found out a place where to get stuff in Jersey City.

I was followed and watched by the door in front of my house day and night by Moe Rosenstein and Abe Newman and a fellow by the name of Phillips. I don't see Phillips here. I was followed to New Jersey for a long time. I didn't pay attention because I used to go all the time—if they followed me or didn't follow me as I didn't mind. The only thing I minded was to get away from them, they shouldn't find out where I was killing my poultry, I lose them on the way. This happened for about six weeks.

I bought from this place in New Jersey five or six months time. Then one morning I came down to Jersey and I

found there was a couple of officers waiting for me. They [fol. 767] say they got a couple of boys pulled in and waiting for me, to see what to do with them. So they took me in the police station in Union City and asked me if I know the boys and I said I know from seeing them. I did not get poultry after that, but Goldsmith gave me one day more poultry. Before I stopped buying from Goldsmith I was locked up at Weehawken. One day I was pulled in at Weehawken with a lot of killed stuff. These two people who were locked up were the same people that had been following me but I didn't see them in New Jersey. I never expected they find me out in New Jersey. When I got there I found these men.

One day I saw Abe Newman and Philip standing in the Press Building there on 39th Street, Union City, near the market where I was buying at half past four or maybe five in the morning. I don't know where Philip is. I cannot recognize him here. Nothing happened. I got my merchandise and went away. And the next day I got my stuff, too. That is the time they stopped me, when them boys were pulled by the police a few days later. Goldsmith called me up and said, "I cannot give you any more merchandise because they stopped me off in West Washington Market."

Mr. Jacobson: We object to what he was told by Goldsmith.

The Court: Who is Goldsmith?

Mr. Oseas: Goldsmith is the marketman to whom he went to buy poultry and who thereafter said to him that he could no longer sell him poultry.

The Court: I will allow it.

Mr. Jacobson: Exception.

The Witness: After Goldsmith refused to sell me, I went to Ozone Park, Long Island, and I got for quite a time there poultry until they stopped me again. I don't know who stopped me; they said we cannot give him no more merchandise because somebody found out he is getting my stuff again, and he has to stop it. Then I dragged around [fol. 768] in some market for a nice few weeks. Then I got stuff and Mr. Rice called me up I should come back to I. Goldsmith, and he is going to make him give me merchandise. Mr. Rice is the special assistant sitting here.

I got merchandise from Goldsmith after that. After that I killed by I. Goldsmith.

Then one morning I come in there and start to kill stuff and there was Moe Rosenstein. He said to me, "Well, we find you again." I don't know what he is talking to the marketman. He asks me to come back to Coney Island, he is going to give me a good deal, the people are going to treat me good, and he brought me back to the Island, to Morris Gerber and Joe Scull, and Klieger. They agreed to give me merchandise and the agreement was that we made up and soon Moe Rosenstein went out of the place and I had the same old treatment they used to give to the rest of the butchers. I refused it and said I will have to get my poultry outside again, because the fellows are not giving me a break. After I came back I don't know how much they charged. There was no limit to what they charged—10 cents a pound, 12 cents, 14 cents on a pound, and some kind of chickens 18 cents on a pound also.

After that I went outside again. I couldn't mention the name of the market because I don't know where it is, I can't remember such a long time. I bought outside of Coney Island after that until the corporation broke up. When they brought me down, they made up they should let me handle my merchandise, and they kept me until all the butchers went out of the place there, and I asked, "Why you keep me?"—because it was now still and I have no use for the poultry, and they said, "We make you wait"—Mr. Scull, he said, "We got you on your knees," and Mr. Klieger said, "We got you by the neck. This time I am going to suck your blood."

One morning I went out from Brighton Beach Avenue [fol. 769] and I saw a taxicab and a Chrysler machine following, monkeying around with the lights, and I stopped my machine and started to go slowly, and they chase me to Prospect Park, and I stopped in front of the police station booth, so a cop run out and asked, "What's the trouble?" and I said, "The people are following me, and I don't know what they want," and he made them get out of the machine. He said he was Charlie Herbert. I couldn't recognize him. It was the first time I saw the man. That was early in the morning, too.

Mr. Kaufman: Move to strike out all the testimony with respect to this incident.

The Court: Denied.
Mr. Kaufman: Exception.

The Witness: Morris Gerber never interfered with me with any talking at all. I never had with Morris Gerber anything. When I was told I had to buy there, Herman Berman was by the scale. Al Berman was there—I saw him the rest of the times but I didn't see him that morning there.

Cross-examination.

By Mr. Kaufman:

The Witness: I don't know whether this association which I belonged to out at Coney Island had Moe Rosenstein working for it. Our association did not have a rule all the time that butchers should not have any price signs in their windows. I didn't agree with that. Our association did not have that rule all the time. I don't know about our association employing Moe Rosenstein for the purpose of watching the various butcher shops and signs in the windows of their stores. I did not pay him any money for such services.

I began to buy poultry in New Jersey in November of 1927. I bought there for about six months. Within a few days after I started to buy there, I saw somebody following me. How long after I went to New Jersey the first time, I found that someone was following me, I couldn't tell you, because I lost the man all the time on the way. I was gone [fol. 770] a long time. Nobody got where I was killing my merchandise.

The first day that the corporation starts, they start to follow me. The corporation began the end of 1927, I think. The only time I found out I was followed was when I find them over there in February, 1928. I never saw them in New Jersey until I found them and they were locked up in February, 1928. There was Abe Newman and another man whom I don't know. I don't know what they were locked up for. They called me into the station house and into the courthouse and then they ask me if I wanted to bail those people, if I know them. I said I did not know them, except I know one of them. I said I had nothing to interfere with those people and they did not do any harm to me and I did not want to bail them. That is what I said there.

I said at the police station that they did not do anything to me. They never done me any harm. They went after me and I went away and I lost them; sometimes Moe Rosenstein; sometimes with Abe Newman; sometimes was Arkie. I do not know what they done. Every day I went to New Jersey, one of these men were following me, and I lost them every time.

They were talking to me right in my store; they came in and told me I should kill in Coney Island; that they would give me credit. Moe Rosenstein, Abe Newman and Mr. Joe Scull were the people. They particularly wanted me to do business with Morris Gerber. I said I would go to Morris Gerber if they gave me the conditions that I wanted. They met the conditions that I wanted when I finished killing in New Jersey; then I went to Morris Gerber, in March of 1928. Moe Rosenstein said to me to come in and he will bring me to Morris Gerber in the market, he will give me the condition, it will be fair for me to stay and deal with him.

Moe Rosenstein I saw once in Jersey and Abe Newman twice. I never saw Arkie Weissler in New Jersey; I saw him in Powell Street, Brownsville, and in Borough Park. [fol. 771] There are a few poultry markets in Powell Street. I know a butcher by the name of Schector in Brooklyn. He undersold me and the other butchers in Brooklyn. I made complaints about Schector underselling me to the market people in Coney Island who are some of the defendants in this case. I told them that I would come back to Coney Island to buy my poultry if the marketmen had Schector remove his signs from his windows and put a girl in his place to watch his prices. The market people want me to come back to Coney Island and kill stuff. I said Mr. Schector sold stuff at 35 that cost me 45 and I cannot compete with his prices. They were taking my business and giving it to Mr. Schector. I don't know what profits they put on. So I said if you want me to deal in the market I should have my five cents on a pound and Schector should not undersell me, so I may be able to exist in the business; so they gave me a proposition I should put the girl in to regulate prices and said they will charge me whatever they think necessary for them, but Schector never did agree with it.

I saw Arkie Weissler in Borough Park on that day he followed me to my store and stood two houses away from my store. Nothing happened to me. The next day I went to Powell Street in Brownsville to buy poultry and I saw Arkie Weissler there. He said I ought to go back to the Island. Nothing else happened. Those were the only two times that I saw Arkie Weissler. I don't know who was following me. They were following me every day, but it was a different machine. I don't know the names of the machines in the dark. I am sure that every day I lost the automobile that was following me, and I succeeded in losing them for more than six months. What I wanted was that the marketmen should not sell to the chicken dealers for any less than they sold to the butchers.

Mr. Kroppy: I make the same motion to strike out this testimony also on the ground that it tends to prove merely a local conspiracy among the marketmen in Coney Island. [fol. 772] It has no connection at all with any of the other defendants in the case.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 773] HARRIS MORNICK, called as a witness on behalf of the Government, being first duly sworn, testified as follows:

The following testimony, given at a former trial in October, 1929, was read in evidence, pursuant to stipulation, as in the case of other witnesses:

Direct examination:

The Witness: I have been in the butcher and poultry business for the last seven years in Coney Island. I bought my poultry during the summer and fall of 1927 in Scull's Market, owned by defendant Scull. For a while I used to buy from him and get along very nicely all the time. All of a sudden he says, "They are together and you have to stay with me." And I started to get a bad price of poultry—I was not getting the best poultry. I was not satisfied with the price for which he gave me. He gave me about four days poor poultry. On the fifth day, when I brought my

poultry back from the whole week, he says, "Listen, you have to take your poultry back, you will have to pay for it, and you would not get any other poultry anywhere else." I left the poultry there. The bill was $129, and I left the poultry there and went away from him. He made me pay him for the poultry, and I got poultry through another butcher by the name of Sussnofsky. I got poultry through him until I started to get poultry out of Coney Island, and then the trouble started.

At first I was trying to get poultry in Jersey City. I did get poultry there until they followed me over there one day and they took the shochet in their machine and I had to come back to Coney Island to get poultry. One of them was the defendant Murray Rosenstein. He came in and he got hold of Scull on the telephone and says "All right" to Scull; "Mr. Scull, we got them all and we will bring them back right away." He telephoned from the same market [fol. 774] in Jersey City he was bringing them right back.

He took the shochet in another machine and I had to take my machine and go back to Coney Island without any poultry. Then I went back to Mr. Harrison for poultry.

(Witness identifies Harrison.)

I was killing a long time there—all of a sudden I saw the prices is too high for me. So, one day in the summer of 1928 I went over and I asked Mr. Bass, a chicken marketman over in Brownsville, about the prices and said the prices was big that they were charging me over in Coney Island. I was being charged by Harrison at that time 50 cents for leghorn springs, and 58 cents for good springs. Bass charged me 34 for the leghorn springs and 42 for the other springs. When I saw the big difference I went and killed there, and I came back Thursday morning.

When I came home, Moe Rosenstein was there to my store and asked me, "What do you call that? You are starting to become a bad boy." I says, "I cannot help it, you cannot blame me, I got to make a living." He says, "Well, don't do that again." I wanted to go for more stuff from some other dealer, and I stood by my store and they was on the corner and I saw a car and they followed me along. So I went there and bought some fish which I did not need and turned back to go to my home. And I says, "What is the use to following me?" He says, "Well, I am getting paid, I am doing my duty."

The next day, instead of going out early in the morning, I went out at 12 o'clock at night. I was afraid to take out my car so I took a taxi and I rode over to Bass'. I was there the whole night sitting until the market was open. When the market opened and we started to kill, I see the same fellows there. Of course I killed my stuff and the taximan was there. He went out to the taximan and told him that [fol. 775] he is going to get a summons if he will get some chickens on his car. I says, "That will be my responsibility if you will get any summons." He went and put it on the car and he took me home and another man by the name of Mr. Krada—that is Mr. Krada right over there. When I came to my own store and took off a few bags of chickens, two cops were there and they told me I cannot take off the chickens. After that I kept on going with the stuff from the car and they could not do anything to me.

I bought some poultry from San Davis that time, in Jersey City, for about a month. I don't remember anybody telling me not to buy from Sam Davis. He sold me until he had none himself. When I went to Harrison, I was satisfied to get five cents off on a pound and I did. Until the last day I left there I got five cents a pound off. As to the people that followed me, I already have identified Moe Rosenstein. Another one was Herman Berman.

During this period between the summer of 1927 and the summer of 1928 there were two markets in Coney Island. Mr. Harrison was on 21st Street and Max Gerber and Klieger were the two on 8th Street.

(Witness identifies Gerber and Klieger.)

Cross-examination.

By Mr. Kaufman:

The Witness: I belong to an association of butchers in Coney Island, the Kosher Butchers' Protective Association, of which I was vice-president. Moe Rosenstein was not working for that association. There was a fellow by the name of Schwartz working for the association; we wanted him to associate the business. I attended the meetings of our association and saw Moe Rosenstein at a couple of these meetings. He wanted to associate us, but when we made some kind of an agreement, he had some kind that we should [fol. 776] get half a cent or a cent a pound for poultry and

all stuff, maybe he will be able to keep us associated. After the association was formed, Rosenstein did not come to the store.

This butchers' organization in Coney Island was to protect one another; in case somebody fails, we should help him along and all that stuff. We had our association so as to protect each other in connection with the buying. We always tried to get information as to where we could get good stuff at a lower price. He hired a man to go out and see where we could buy cheaper, send our truck and divide the poultry among ourselves. When I saw Rosenstein in Jersey he said, "You stop calling here, you have to go back to Coney Island to kill the stuff," and he took the shochet with him in his car, and I went with my car back to Coney Island. Six or eight months elapsed between our meeting Rosenstein in Jersey City and this meeting in Coney Island.

By Mr. Jacobson:

The Witness: I was still dealing with Harrison this summer, 1929. I dealt with Harrison prior to 1927 and 1928. I stopped dealing with him at the time I went to Jersey and to Bass in Brownsville, in the end of the summer, 1927. Bass did not get it from the market; he got it from Philadelphia and from other States. I do not know whether he was a retailer or wholesaler. When I come around and asked for poultry he told me the prices and I was very much satisfied, and I got my stuff there. After a long time, when I stopped killing at Bass', I came back to Coney Island. Then the association was broke.

I bought a couple of times by Kleiger; I had nothing against him. Wherever I went I was satisfied there, because the whole thing was broke up. I can get stuff all over then after that. I was with Harrison a long time; with Bass about a month. Then I went back again to Harrison for [fol. 777] two months or three months, I can't remember. After I went to Klieger; I did not go out far from Coney Island. I think it was last year.

Mr. Kroppy: I make the same motion to strike out this witness' testimony as I made with reference to the testimony of Bennie Sandler.

The Court: Same ruling.

Mr. Kroppy: Exception.

[fol. 778] HENRY B. WOLFSON, called as a witness on behalf of the Government, being first duly sworn, testified as follows:

The following testimony, given at a former trial in October, 1929, was read in evidence, pursuant to stipulation, as in case of previous witnesses:

Direct examination:

The Witness: I am a chicken dealer, selling slaughtered poultry in Coney Island. At the beginning of the summer, 1927, and previously, I buy my poultry from Kings Poultry, owned by Mr. Horobwitz, Mr. Rosen and Mr. Kassoff. That is Mr. Kassoff standing up. I had a conversation with him on or about July 5th, 1927. Around July 5th I asked him to sell me poultry and he said he can't do it and I asked him the reason why—"Do I owe you any money?" —and he said, "No, but we have an association amongst ourselves and you are assigned to Coney Island and I cannot sell you any poultry." I had to go back to Coney Island for my poultry and it was late that morning and poultry is bought so that you get it in your business at 8 o'clock, from eight to twelve. After lunch, there is hardly any business in our line.

I came back to Morris Gerber, Inc., and Gerber told me they are in an association and I will have to stay there to buy my poultry off him. In Coney Island there were six markets at that time, Morris Gerber, Abe Harrison, Mr. Joseph Scull, Mr. Rubinstein, Mr. Livoti, and I was assigned to any one of those places which I wanted because I was a chicken dealer. I came to Morris Gerber because I dealt with the man four years previous. He told me I am assigned to Coney Island. I also have the privilege to kill at any one of them. He told me there is an association and he advised me to stay with him and deal with him. I dealt [fol. 779] with him for a few months and it was quite satisfactory. I used first grade poultry only. I don't use any kind of bargain poultry. Sometimes the market has good poultry, sometimes it hasn't got it.

I came to him one day and he did not have the class of poultry I cared for. I didn't care to go anywhere else but I tried and got my poultry outside from J. Goldman in Greenpoint. I got my poultry for several days and one morning when I came there I saw three men getting out of

a machine. I didn't see them following me, but they came in and said that I can't have my poultry, I must go back to Coney Island where I belong. It was about 4 o'clock in the morning. I never saw these men in my life before and never seen them after. They followed me. Mr. Goldman refused to give me the poultry; I had to go back to Coney Island. I got a little Ford car. I start turning around to dodge them, maybe I can run away from them, and I kept on riding around. I couldn't get away from them. They brought me back to Morris Gerber, Inc. I went in there and they told me, "They brought you back with music, didn't they?" All of them, the marketmen and everybody, were laughing in Mr. Gerber's market. The only one with me was my wife. When Gerber said that to me, Mr. Gerber, Mr. Kleiger and plenty of butchers and chicken dealers were there. He said, "What's the good of running outside? They will bring you back here, no matter where you go."

I stayed for a couple of days or a week or so again. I didn't go out for any cause or reason or anything that didn't suit me; I just wanted to be a free man in the trade and I started going around again. They brought me back again. It continued that way the whole summer and then for the winter I went to Jamaica to Mr. Goldman. I can't [fol. 780] remember the market in Jamaica; it is on a little side street there. I did get my poultry there once. I was followed on that occasion and brought back. I do not know who followed me. I tried Mr. Bass. There I got my poultry for several weeks. They followed me there. If I slowed up, he would slow up; if I drove fast, he would drive fast. Every time I was followed and brought back.

I dealt with Bass quite some time and then I came to Mr. Gerber. At that time Mr. Joseph Scull was there. It was in the fall of 1927 when Joseph Scull joined Morris Gerber's company. Joseph Scull would not let us go near the coops to pick my poultry. He said to me that they brought me back to him. He said to me, "In this place you are going to die. In this place you must buy. You cannot buy any place else, and if you go outside we will bring you back every time. Here in this place you are going to stay, whether you like or don't like it." I did select the poultry but I had no choice of killing it. Joe Scull went over to the coops and killed it himself. I didn't have a chance to

kill my poultry. Dirt, sawdust, and everything in it. When I brought my poultry into my business I was ten pounds under weight. At that time they charged me five and seven, five on fowl and seven on spring chickens, which was agreeable to me. It is even agreeable to me today if it is good stuff.

Then I went to some places on Long Island to pick up a little poultry. Sometimes I bought poultry; sometimes they brought me back. If I would go into a certain market to kill my poultry, a man would go out from a certain machine which I never saw coming, and say, "You cannot give this man any poultry, he belongs to that certain place in Coney Island, or Harrison's, those two places were [fol. 781] selected by him." When I came back, they would sell me poultry which was appreciable, and then they would start in again the same thing. It was impossible to sell that class of merchandise again. It kept on continuing for about fourteen months. Gerber continued to charge me five and seven cents above about ten months.

All of a sudden in the summer of 1928, around July—on one occasion that I was not satisfied with Mr. Gerber's poultry, I went to Mr. Harrison's market—that was the privilege I had, and killed the poultry for the same price and when the bill came to me I saw there was an increase of two cents in the spring chickens. I came over to Abe Harrison and asked him, "Why didn't you notify me that you have been raising me? If you notify me that you are raising me, I would take from the consumer the two cents." He said to me, "You won't be able to take the two cents off, you cannot take the two cents off from the bill, and you got to pay the full bill." I straightened with him and paid him his bill and stopped dealing with him again. I went to Morris Gerber, Inc., again, and when I came to Mr. Scull, I was fixed in the safe way; I had to go out to get my poultry once more.

On one occasion I started out at 1 o'clock in the morning and traveled until I could locate any place where I could buy a pound of poultry. If I would buy it, O. K., and if I did not buy it, I would come back to Morris Gerber. These people that followed me did not speak to me on any occasion. I remember on one occasion going to buy from Goldman. The poultry was killed in a garage. It was on a Friday morning. I started at about half-past three because

I didn't sleep in the house at that time. I started from a yard because my house was watched. I saw people in front of my house on that occasion.

[fol. 782] Mr. Kaufman: This is purely prejudicial, this mysterious somebody who is lurking around the corner. If he wants to come to the conclusion that they were watching him, I think it is unfortunate for these defendants and tends only to prejudice them.

The Court: Over-ruled.

Mr. Kaufman: Exception.

Q. Tell us exactly what you saw happen on that day.

A. On that day, that is on Wednesday, the day before—before I started out, I had two men watching me on the other side of the street from me.

Q. You mean two men were sitting in a machine?

A. I mean I would turn my machine to deliver an order and right after me——

Mr. Kaufman: I move to strike out the statement of the witness that he saw two men watching him.

The Court: The same two men when you went to deliver an order?

The Witness: Yes.

The Court: Denied.

Mr. Kaufman: Exception.

The Witness: I didn't go home. Somehow or other I managed to escape with the machine. It was after 5 o'clock and I took the machine away, not to my garage but to Sheepshead Bay. After we close our business, I went with the wife and we had in a restaurant something to eat and I looked around to see if anybody was following me. Nobody was following me and I went to Sheepshead Bay to get my car back again. It was about 10 o'clock at night. I got in the machine. It was raining terrible. This was at night, and we stayed there until 1 o'clock. At 1 o'clock we started out again. I had to go to Avenue M and Ocean Avenue to pick up Mr. Rosman, who was at that time Mr. Goldman's shochet. At that time, I think it must have [fol. 783] been around 2 o'clock. I took him to Greenpoint and met Mr. Goldman's son. He said to me, "Wolfson, I cannot kill in the market, we are going to kill in a garage." He took me in the garage down there and they kill the poultry there, and I came home with it.

I did not see any of these people that I describe as having seen the day before on that occasion. I seen them many and many a time. They were not always the same people. The machine was every time different. I had a talk with Scull about coming up to your office in 1928, before the Holy Day; this is after September 1, 1928.

The Court: It will be received only as against Scull.

The Witness: He said to me, "I don't need no summons to you." I said, "You claim I owe you money. I am willing to pay you and am willing to go to court with you." He said, "I don't need no summons. We will fix you without a summons." I said, "I heard the Federal Government took action in that case." He said, "We bought the Federal Government, too, we ain't afraid of the Federal Government either." I said, "Maybe you bought the White House, too," and that was the finish of it. When the night came, the marshal came and took my merchandise out.

Cross-examination.

By Mr. Jacobson:

The Witness: In July, 1928, I had some difficulty with Mr. Harrison about two cents a pound; that is the first trouble I had with him. I had no trouble with Mr. Gerber up to the time Mr. Scull came there. Even before Mr. Scull came there in the fall of 1927, I was trying to buy outside. After Scull came there and between the fall of 1927 and July, 1928, I continued to deal there. During that period I also dealt with Harrison and had no trouble with him.

A marshal came into my place on a Saturday before Yom [fol. 784] Kippur, 1928. Gerber, Inc., I owed a thousand dollars. I expected Mr. Gerber to sue me because I wanted to come before a court and jury. Instead of that, they sold my account to Mr. Rochberg in the Bronx; didn't serve me with no papers and got judgment. I was willing to go to court with him and pay him. That is the only judgment I had in my life against me. I took a lawyer and they reopened the case. At that time that I settled that case, I knew that there had been an investigation in the Federal

Department; I knew it some months ahead. At that time I didn't say to Mr. Scull that I would get even with him.

I had some trouble with Harrison in July, 1928. At that time I owed Harrison just a bill that I wanted to pay him. Harrison did not say that he cannot sell me any poultry until I paid the bill I owed. I know where the Boulevard Restaurant is in Coney Island. I go in to eat there all the time. I did not, in the past six months, at that restaurant, say in the presence of a number of people that I was going to get even with every Coney Island marketman and particularly Joe Scull, even if I had to perjure myself, and I did not say that the reason I was going to do that was because Gerber had the marshal take poultry out of my place on a Saturday. I didn't say to Moe Beck or Morris Resnik or any butchers within the past six months that they should not pay their bills to the marketmen in Coney Island because they could get away with it through coming here and testifying. Harrison never refused me to sell poultry.

Mr. Kroppy: I make the same motion with reference to this testimony.

The Court: Same ruling.

Mr. Kroppy: Exception.

[fol. 785] Joseph Kowalsky, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

(The following testimony, given at a former trial in October, 1929, was read in evidence by stipulation, as in the case of previous witnesses:)

Direct examination:

The Witness: I have been in the live poultry business about eighteen years, in Brooklyn. I get my poultry many times in West Washington Market and also at the terminals of the New York Central, Erie and Lackawanna Railroads. I get it on my own truck. I have always been able to get poultry at the railroads or West Washington Market. I am not a member of the Chamber of Commerce and was never asked to join it. I had a conversation with Louis Spatz during the summer of 1927 with regard to the Chamber of Commerce. I think Max Sokoloff was present and some others. We were talking about joining the retailers'

association and the Chamber of Commerce. I said I would like to join the retailers' association before the Chamber of Commerce, and I joined it. Spatz told me to join the retailers or the Chamber of Commerce. I said that if I join any, I am going to join the retailers' association and that I have no benefit of either one of them. He said there will be a benefit of it for me, that it would be easier to get poultry and be treated a little better. He said, "We will be together in associations, we won't be mistreated by the commissioners." That's all he said. I told him I am not doing a wholesale business, but a small retail business and that to belong to the Chamber of Commerce you must be a wholesaler. Quite a few months later, I did join the retailers' association.

About November, 1927, six or eight months after this conversation with Spatz, I went to the market to buy poultry and I didn't get any on account of I was asked to take [fol. 786] a union man in my place by one of the delegates, Max Kessler. I was doing a strictly retail business at that time and had not been employing any union men. I had quite a few conversations with him about the same question after that, every week, and he said I have to hire a union man. After I got together with a few men in the market, I spoke to them and I got poultry. One of them I think is Max Sokoloff, and Jake Mintz, Louis Spatz, Max Rosen, and perhaps Hirshon, and quite a few others which I don't remember. I told the gentlemen I couldn't afford to keep any union man and that they should help me out, whether I can get poultry without hiring a union man; then they see that I got poultry. I was unable to get poultry just from Friday to Monday.

When I went down to the market on Friday, I bought three coops of chickens from a party named Applegate, and I had one on the truck already, and the other two were supposed to come on, and they never went on. They took the other one off, too. After that I left that party and I went around to the rest of the marketmen, and asked them for poultry and everyone refused to give me. After my talk with Kessler, that was the first time I was able to load poultry.

About this time I also spoke to Tootsie Herbert. I went over there and he says I better hire a union man, otherwise it would be hard for me to get poultry. I did not hire a

union man and I got poultry; that was after I had talked to these marketmen.

Cross-examination.

By Mr. Sager:

The Witness: The Retailers' Protective Association, Greater New York and Vicinity, which I joined, was organized in November, 1928. All the various things that I have testified to here, occurred before that. I have always been [fol. 787] a retailer. I never did join the Chamber of Commerce. I am not eligible, as they don't take in retailers.

By Mr. Kaufman:

The Witness: Max Kessler asked me to only have a union man on Saturdays. He told me there were a lot of union men out of work and they should be given a chance. Those were the words he used to me. I told him I could not afford to keep a union man, I was not so very busy on Saturday and that my brother and myself and my wife could take care of the business for ourselves. They didn't do anything to me when I refused to take a man; they were very nice and didn't bother me at all, except that Mr. Kessler asked me to put on a union man on Saturdays. I was stopped on a Friday, the day that Max Kessler asked me to take on a union man from about nine to about two in the afternoon. Aside from that, I got all the poultry I wanted. When Mr. Kessler wanted me to have a union man on Saturday, he told me there is a lot of union men out of work and that I should have one union man on; that was the reason he stopped me.

Mr. Kroppy: Same motion.
The Court: Same ruling.
Mr. Kroppy: Exception.

[fol. 788] The following testimony was given by the witness on this trial:

Cross-examination.

By Mr. Kaufman:

The Witness: I am still in the poultry business. Since December 1928 I have not had any difficulty in connection

with the purchasing of Poultry. I have not heard of anyone having any difficulty of any kind. I am active in the business. I have two placed in Brooklyn. I am a marketman and a retailer.

[fol. 789] ISRAEL M. LERNER, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am one of the Deputy Assistant Attorney Generals of the State of New York and have been for approximately 15 or 16 years.

Q. 4. In that capacity have you ever conducted investigations of combinations among the poultry marketmen of Greater New York?

Mr. Kaufman: I object to that on the ground that it is incompetent and immaterial.

The Court: Overruled.

Mr. Kaufman: Exception.

The Witness: I have.

Q. 5. When did you investigate?

A. It was either in 1925 or 1926. I can better tell by looking at the records.

Q. 6. What were the names of the organizations that you investigated?

Mr. Kaufman: I object to that on the ground that it is incompetent and immaterial.

The Court: Overruled.

Mr. Kaufman: Exception.

The Witness: One was a corporation then known as the Community Live Poultry Corporation and another the Square Deal Live Poultry Corporation and, if my memory serves me right, I think there was a third by the name of The Square Deal Corporation, and also the Commission Merchants at West Washington Market.

Q. 7. At what time did you investigate the Community Live Poultry Corporation?

Mr. Kaufman: I object to this on the ground that it is [fol. 790] incompetent and not binding on any of the defendants, and on the further ground it will not show that any of the defendants are in any wise connected with the corporations or names given by the witness.

The Court: Overruled.

Mr. Kaufman: Exception.

The Witness: I believe it was some time in the year 1925 or 1926.

Q. 8. Who were the members of the Live Poultry Corporation, the Community Live Poultry Corporation, what class of people?

Mr. Kaufman: I object to that on the ground that it is incompetent and immaterial.

The Court: Overruled.

Mr. Kaufman: And on the further ground it is clearly hearsay.

The Court: Overruled.

Mr. Kaufman: Exception.

The Court: It is first-hand knowledge.

The Witness: I know of my own knowledge that the persons who were interested in the Community Live Poultry Corporation were owners of slaughterhouses.

Q. 9. In what section of the city?

Mr. Kaufman: I move to strike it out on the ground it is incompetent.

The Court: Overruled.

Mr. Kaufman: Exception.

The Witness: I believe they operated in the territory known as Williamsburg in the Borough of Brooklyn, City of New York.

Q. 10. Could you estimate the percentage of markets in Williamsburg who were members of the Community Live Poultry Corporation?

Mr. Kaufman: I object to that on the ground it is incompetent.

The Court: Overruled.

Mr. Kaufman: Exception.

[fol. 791] Mr. Kroppy: I object on the further ground that estimates are not admissible here, we want the facts.

The Court: Overruled.
Mr. Kroppy: Exception.
The Court: The man conducted this investigation.

The Witness: I should say about 95 to 98 per cent.
Q. 11. Upon your investigation of the Community Live Poultry Corporation what practices did you find in progress among the marketmen of Williamsburg?

Mr. Kaufman: I object to that on the ground it is incompetent.
The Court: Sustained. Tell us what he investigated. I don't care what he found out, just tell us the facts. You investigated, that is all.

The Witness: I investigated their methods of doing business with respect to fixing prices of live poultry and slaughtered poultry sold by so-called commission merchants and slaughter houses, who, in turn, sold it either directly to the purchasing public or retail butcher stores. I investigated complaints that some of the slaughter house people who finally found themselves as members of the Community Live Poultry Corporation, that they were intimidated——

Mr. Kaufman: I object to that.
The Court: On what ground?
Mr. Kaufman: On the ground that it is incompetent and a conclusion of the witness.
[fol. 792] The Court: Overruled.
Mr. Kaufman: Exception.

The Witness: —and forced to give up their individual places of business conducted by them as a slaughterhouse, turn their places of business over to the Community Poultry Corporation, become one of its managers and known as a branch number under threat of not being able to get any poultry from the producers or the commission merchants at West Washington Market.
Q. 21. Were there any other practices that you investigated in connection with the Community Live Poultry Corporation?
A. I investigated a complaint that the organizers of the Community Live Poultry Corporation had made an arrangement with the commission merchants at West Washington Market whereby it was understood that no poultry should be sold to any marketmen or rather any slaughter-

house man in the vicinity unless he were a member of the Community Live Poultry Corporation, and I investigated several complaints whose names are in the minutes, and I have the minutes here of those.

Mr. Kaufman: I object to what they testified to.

The Court: Just what you investigated.

Mr. Kaufman: I move to strike out the answer of the witness on the ground that it is not responsive. The purpose of the inquiry is as to the nature of the investigation made by Mr. Lerner as to the practices. The witness has not referred to any practices that he investigated but he is referring to specific complain-s that he investigated and it is not responsive.

The Court: Overruled.

Mr. Kaufman: Exception.

Mr. Kroppy: I desire to object to the testimony of this man on the ground that he is testifying to complaints based on practices in 1926 which preceded the date of this alleged conspiracy, which the complaint says commenced in 1927. [fol. 793] The Court: The testimony is admissible upon whatever bearing it may have in event of a finding favorable to the Government upon the charge in the complaint as to whether or not the remedy of injunction should be granted, and, if so, its extent. Proceed.

Mr. Kroppy: Exception.

The Witness (continuing): I had a talk with the members of the Community Live Poultry Corporation and with the commission merchants and inquired from the commission merchants why they had refused to sell poultry to some of the slaughterhouse keepers.

Mr. Kaufman: I object to the conversation and move that the answer be stricken out.

The Court: No, I will let it stand, so far as the general subject-matter of the talk is concerned, but not what the results were. I just want a picture of the kind of investigation you conducted.

Mr. Kaufman: Exception.

The Witness (continuing): After I went into this investigation quite thoroughly, after several meetings, I commenced an action——

Mr. Kaufman: I object to that and move to strike it out.
The Court: Overruled.
Mr. Kaufman: Exception.

The Witness: I have the records here.

By the Court:

Q. 22. You commenced an action about when, Mr. Attorney General?

A. I commenced an action in the Supreme Court of Kings County to dissolve the corporation known as the Community Live Poultry Corporation.

Mr. Kaufman: I object to that and move to strike it out.
[fol. 794] The Court: Overruled.
Mr. Kaufman: Exception.

The Witness (continuing): —on the ground that it was a price fixing combination and in violation of the Donnelly Act, and the action came on for trial before Mr. Justice Callahan and a jury on certain questions.

Mr. Kaufman: I object to it. The witness now is going beyond the scope of the examination. He is now down to the issues of the case.
The Court: The general nature of it I will permit him to say. I do not even care what the result was, unless it is the general result.
Mr. Kaufman: Exception.

The Witness (continuing): The result was a verdict dissolving the corporation on the ground that the corporation was a corporation in restraint of trade and on the ground that it was a price fixing combination——

Mr. Kaufman: I object to the answer that it was found to be a price fixing combination, and the statement of the witness that there was a verdict or judgment on that complaint, and on the ground that it was found, as the witness testified that the purpose of the corporation was to fix prices as a conclusion of the witness.
The Court: Denied.
Mr. Kaufman: Exception.
The Court: I will permit you to examine his records if you wish, on this collateral matter. The Best Evidence rule does not prevail except to avoid error, and you may

look at the record. He has certified copies of the record and you may examine them.

Mr. Kaufman: I further object to the answer on the ground that it does not appear that the defendants in the action as against the Community Live Poultry Company or any persons against whom the investigation was conducted by the Attorney General are parties defendant in this proceeding.

The Court: Denied.

[fol. 795] Mr. Kaufman: Exception.

Mr. Kroppy: I object further on the ground that all of the testimony given by the witness shows no activities on the part of the defendants who were parties to the action in Kings County Supreme Court; the activities of those parties were limited entirely to intrastate transactions and intrastate interferences which had no effect at all on interstate commerce and on the further ground that it does not tend to connect any of the intrastate interferences with the conspiracy or any of the activities of the parties named in the amended petition in this case.

The Court: Denied, proceed.

Mr. Kroppy: Exception.

Mr. Rice: May I have the judgment roll marked in evidence?

(Marked Plaintiff's Exhibit 46 for identification.)

Q. 23. Mr. Lerner, I hand you Exhibit 46 for identification and ask you whether you have ever seen that before?

A. I have.

Q. 24. Will you tell us what it is?

A. It is a petition and order for relief to commence the action to dissolve the Community Live Poultry Corporation.

Mr. Kaufman: I object to that.

The Court: Overruled.

Mr. Kaufman: Exception.

Q. 24a. What is the first document in Exhibit 46 for identification?

A. The first document is an order pursuant to Section 130 and 131 of the General Corporation Law permitting the beginning of an action against the Community Live

Poultry Corporation to procure a judgment vacating the charter and annulling the existence of such corporation on the ground that it violated the laws of the state, whereby it has forfeited its charter and whereby it has become liable by reason of abuse of its charter.

[fol. 796] Mr. Kaufman: I object on the ground that it is incompetent. The witness is attempting to read into the record something from a document not in evidence.

The Court: Overruled.

Mr. Kroppy: I object on the ground that it has reference to a violation of the law which has no connection at all with restraint of interstate commerce.

The Court: Overruled.

Mr. Kroppy: Exception.

The Court: I previously stated the evidence is relevant and competent here as having a bearing as to whether or not the remedy of injunction is appropriate and should be awarded in this case in the event the evidence should establish that there is a conspiracy of the character involved in the bill of complaint in the case on trial. It matters not in that regard whether the individuals or companies on trial were or were not involved in the suit brought in 1925 or 1926.

Mr. Kaufman: I except to your Honor's ruling.

Mr. Kroppy: Does your Honor rule also that it makes no difference whether the acts about which the witness testified to preceded or followed the alleged conspiracy in regard to interstate commerce violations?

The Court: Absolutely yes. In other words, if the State Government has gone along for years here and made efforts to correct the evils and the action taken by the State and the judgments entered by the state have been ineffective, it does not matter whether there are the same individuals involved; they are the same practices involved in their general nature, in the same community. I say if those efforts have gone along for some years and then it be established in the case on trial that similar practices having similar general effects, engaged in by the same general types of people, whether the same individuals or not, then that fact, that former efforts have failed, have a bearing upon the character of remedy that would be available and appropriate in the case on trial and the evidence is ad-

mitted on that theory. I say that by way of explanation to counsel.

Mr. Kaufman: In view of your Honor's statement, it is incumbent upon Government, in order to sustain this testimony, to connect it with proof that the efforts of the state were ineffective. If your Honor's statement is followed to a logical conclusion, your Honor indicates that this type [fol. 797] of evidence is admissible for the purpose of showing evils and that the efforts of the state to correct those evils were ineffective and therefore this Court may step in and do that which the state has been unable to do. Assuming that this Court has the power to do that, where there has been no infraction of interstate commerce, nevertheless it seems to me that on your Honor's statement that the Government, in order to sustain this evidence as being competent or admissible on any theory, must show that the efforts of the state were ineffective in so far as at least intrastate commerce was concerned.

The Court: Very well. I have already made these statements that you might know the theory upon which the proof is now being admitted and the limitations that are attached to the proof. The only scope that will be given to the proof.

Now, I will hear you on the merits of it at a later stage. Your objections are overruled and the testimony will be admitted. Proceed.

Mr. Kroppy: Exception.

Mr. Kaufman: And I assume without interruption that we have a general exception to this testimony.

The Court: Yes; in other words I will hear testimony of this witness as to the efforts that were made by this witness. It doesn't make any difference whether it was intrastate or interstate.

By Mr. Rice:

The Witness:

Q. 25. Mr. Lerner, will you tell us what the second document of Exhibit 46 for Identification is?

A. It is the certificate of incorporation of the Community Live Poultry, according to Article 2 of the Stock Corporation Law and, amongst other things, gives the names and addresses of the incorporators who serve until the first annual

meeting. The third document is the petition and affidavit for the appointment of a receiver to examine the persons mentioned in the petition pursuant to the Business Corporation Law known as the Donnelly Act, as applied to the facts stated. [fol. 798] Exhibit 47 for Identification appears to be a certified copy of the judgment roll in the same action in the Supreme Court of Kings County, dissolving the Community Live Poultry Corporation. The Judgment as before me, indicates the three questions which were certified by the jury on which the judgment was rendered.

Mr. Rice: I offer Exhibit 46 in evidence.

Mr. Kaufman: I object to it on the ground that it is incompetent and immaterial to this action, but I make no objection on the ground that it is not certified.

The Court: Over-ruled.

Mr. Kaufman: Exception.

Mr. Rice: Exhibit 47 is offered in evidence.

Mr. Kaufman: I object to that on the ground that it is incompetent and immaterial and when I say incompetent I do not include the fact that it is not a certified copy.

The Court: Over-ruled; you may have your exception.

The Witness: I investigated other companies in 1925 or 1926, the Square Deal Live Poultry Corporation operating in Brownsville, Brooklyn, formed by about 88 or 89% of the slaughterhouse marketmen in Brownsville.

Mr. Kaufman: I object to that on the ground it is immaterial.

The Court: Same ruling.

Mr. Kaufman: Exception.

The Witness: I took the same course to investigate in the Square Deal Poultry Corporation as I did with respect to the Community Live Poultry Corporation and at about the same time. I began my investigations the latter part of 1925 and concluded in 1926 and the other investigations went on at or about the same time.

By Mr. Rice:

The Witness:

Q. 51. Mr. Lerner, did you at any time investigate the [fol. 799] commission men in West Washington Market?

A. I did.

Mr. Kaufman: I object to that on the ground it is immaterial; the commission men are not involved in this case.

The Court: Overruled.

Mr. Kaufman: Exception.

The Witness: About the same time I investigated the methods by which the commission men fixed their prices to the slaughterhouse keepers I investigated the methods of bringing poultry into New York and I found the practice to be that some of the commission merchants had guaranteed to the shippers a fixed price for poultry and that they did not sell below that price, whether there was an abundance of poultry or no. The commission merchants had gone into the practice of charging two or three cents more for premium live poultry stock. It was no better or worse than the average stock and that in the morning before the market would open in West Washington Market, or the sales would be open, there would be a blackboard upon which there would be written the price of the different kinds of poultry and they were the prices that were charged by all commission merchants and that was the price that the slaughterhouse people had to pay.

There were no bargains, no bargaining whatever as to the price. There was one price down at West Washington Market, depending on the will of the commission merchant.

Mr. Kaufman: I move to strike out all these conclusions of this witness. That is all conclusions of the witness rather than the object of the inquiry.

The Court: There is a serious question of that. I will admit all evidence of what the process is but I don't care what he finds out.

Mr. Kaufman: If your Honor please, has your Honor ruled on my motion?

The Court: No, I will listen to further questioning.

[fol. 800] Mr. Kaufman: Exception.

By Mr. Rice:

The Witness:

Q. 57. What were the questions you investigated or the practices you investigated?

A. I investigated the practice of fixing a price for every day, for sale of live poultry at West Washington Market——

Mr. Kaufman: I object to that and move to strike it out.

The Court: Denied, because the witness indicates that there was a fixing of price.

Mr. Kaufman: I think what the witness means is that he investigated as to whether or not there was a fixing of price amongst the commission men.

The Court: Did you investigate the question of whether or not there was a practice?

The Witness: I did.

The Court: That is all I want to know. I am taking that in in that sense.

The Witness: And I asked Mr. Brown, who was a commission man, Mr. Fleck, and several others, I think they are all commission merchants on West Washington Market who were charging one price.

Mr. Kaufman: I object to what he asked him and move to strike it out.

The Court: You made those inquiries?

The Witness: I did it because of my investigation.

The Court: I am only going to consider it as to the scope of his investigation, I am not going to consider it against you other than that.

By Mr. Rice:

The Witness:

Q. 60. Will you describe the general nature of the inquiry among the commission men?

By the Court:

[fol. 801] The Witness:

Q. 61. The nature and field of your inquiry, the causes of the people and the causes of questions?

A. I inquired of the commission men where they get their poultry from, how the prices were fixed every day, how the bulletins got a price long before the merchants or the slaughterhouse keepers did get the price and why it was that all commission men charged the same price the same day.

By Mr. Rice:

The Witness:

Q. 62. Had you received complaints against the commission men prior to your investigation?
A. I did.

Mr. Perlman: I object to that.
The Court: Overruled.
Mr. Perlman: Exception.

By Mr. Rice:

The Witness:

Q. 63. What complaints had you received?

The Court: Just their general nature; that is all.
Mr. Perlman: I object to the question.
The Court: Overruled.
Mr. Perlman: Exception.

The Witness: Well, all commission merchants were charging the same price and very frequently premiums were fixed on poultry which were no better than the other and if they did not want to pay the premiums, you couldn't get the poultry, particularly when there was a shortage.

Mr. Perlman: I move to strike out the answer upon the ground that it is incompetent and not binding upon the defendants.
The Court: Denied.
Mr. Perlman: Exception.

The Witness: I have investigated the New York Poultry [fol. 802] Exchange. I believe it was either 1926 or 1927; I don't know which.

Generally the people who were members of the New York Poultry Exchange were the same slaughterhouse people that operated the Community, the Square Deal and the few others. That Exchange took in all of the marketmen in the greater city of New York, whereas the Square Deal Live Poultry Corporation and the Community Live Poultry Corporation took in only certain sections of Kings County. I think the commission merchants were interested in that Exchange, too. Attorney General Ottinger and myself were instrumental in suggesting the Poultry Exchange

as a means of eradicating the evils which existed in that industry and perhaps try and fix or have fixed a fair price, based upon competition for poultry, and that didn't seem to work out, they couldn't get along.

By Mr. Rice:

The Witness:

Q. 74. What evils did you investigate there; what practices did you investigate?

Mr. Kaufman: I object to that.
The Court: Overruled.
Mr. Kaufman: Exception.

The Witness: I investigated the practice of fixing prices for all poultry without competition.

Mr. Kroppy: I move to strike it out, if your Honor please, on the ground that the matter of fixing prices by the Exchange is not involved in this case at all and therefore it is distinctly unrelated to the questions in this action.
The Court: Denied.
Mr. Kroppy: Exception.

Q. 75. What were the practices?
[fol. 803] A. The practices of creating a superficial shortage of poultry in order to boost prices and increase premiums on poultry.

Mr. Kroppy: Same objection.
The Court: Same ruling.
Mr. Kroppy: Exception.

Q. 76. In your investigation of the Square Deal Poultry Corporation, did you investigate allocation of customers?
A. I investigated that, not only for the Square Deal but in the Community Live Poultry Corporation, as well. I investigated David Hirshon several times in connection with price-fixing combinations in the poultry industry.

Mr. Kroppy: I object to all that testimony, if your Honor please, on all the grounds previously stated.

Q. 86. Was Hirshon called before you?
A. I personally examined him many times.

The Court: Overruled.
Mr. Kroppy: Exception.

The Witness: I investigated Jacob Mintz in the same connection as Hirshon. Also Sam Lax and Morris Gordon in the same connection as Mr. Hirshon. I also investigated Morris Hillman, William Simon and Samuel Sohn but not Arthur Herbert. I have no recollection of Sam Goldstein, Louis Weidberg, Max Gold, Sam Gold, Abe Harrison, Abe Franzel, Meyer Oster, Barney Azwolinsky, Charles Mirotznik, Louis Sorkin, Isaac Lipschitz, or Sam Isaacson. In the case of those persons that I have named I personally examined them in reference to the matters about which I have previously testified.

I investigated the Greater New York Poultry Exchange both before and after the time of the dissolution of the Square Deal Poultry Corporation and the Community Live [fol. 804] Poultry Corporation.

Cross-examination.

By Mr. Kaufman:

The Witness: I made an investigation of the commission men. I went sufficiently into the investigation to give me enough information to proceed. I indicted one of them for conspiracy, together with eight other poultry dealers in Brooklyn. The indictment was taken out of the hands of the Attorney General and then handled by the District Attorney of Kings County and as far as I know, they made no further move, and then an application was made to dismiss the indictments and the motion was granted.

Thereafter I made an investigation of the Poultry Exchange in a superficial way; it was not complete.

After this examination I did nothing about it. The investigation was taken out of my hands completely. The Attorney General was working with me in that investigation. So far as I know, no action was started as a result of my investigation. We did not commence any civil action against the commission men. The only thing I did, was to procure an indictment against one of the commission men and eight of the poultry dealers which has since been dismissed.

I have no recollection that I made any investigation of Arthur Herbert. I cannot recall his name. I do not recall

the name of Charles Herbert either. I never made an investigation in connection with Local 167 of the Brotherhood of Teamsters & Helpers as applied to the poultry trade. I would have made an investigation if I had received any complaints with respect to that union depending entirely how far and how much it was connected with the industry. I heard enough about the Shochetim Union but I did not make any investigation.

Further cross-examination.

By Mr. Kroppy:

[fol. 805] The Witness: These actions about which I testified were against the corporations themselves, that is, the Community Live Poultry Corporation and the Square Deal Live Poultry Company. The judgments entered in those actions only provide for the dissolution of the corporations and the winding-up of their affairs.

Q. There was no decree or judgment rendered against any of the individual stockholders of the corporation, was there, in any of these suits?

A. No, but that decree was based upon what the individual stockholders with respect to the corporations did, which brought about this decree.

Mr. Kroppy: Your Honor, I object to that and move to strike out the answer as not responsive to the question.

The Court: Denied.

Mr. Kroppy: Exception.

Q. Will you please answer this question, Mr. Lerner: There was no judgment or any decree entered against any of the individuals who were stockholders in either of these two corporations or who were officers or directors of them?

A. To my best recollection, there was not.

Q. As far as you know, there haven't been any entered against those individuals since that time in any proceeding brought by the state?

A. So far as I know, I will say no.

Q. So that today, there is no judgment or decree entered in the Supreme Court of the State of New York against any of the individuals and the stockholders or officers or directors of either of these two corporations or any other

corporation engaged in the live poultry industry in New York?

A. There may be, but I do not know of any.

Q. If any proceeding was started by the Attorney General's office, you would know of it, would you not?

[fol. 806] A. I would not, because the investigation was taken over by one of the deputies named Mr. Groat, and what he did, I do not know.

By the Court:

Witness:

Q. You rather confine yourself, Mr. Attorney General, to testifying to matters concerning which you had personal charge?

A. Yes.

Q. Although in some the Attorney General himself, Mr. Ottinger, took part?

A. Whenever he was active in this respect, I was with him. He never went alone.

Mr. Kroppy: I move to strike out the witness' testimony on the ground that it relates to actions and proceedings against corporation for their dissolution without any showing that any of the individuals were guilty of any practices or dealings in restraint of interstate trade involved in this case.

The Court: Denied.

Mr. Kroppy: Exception.

Further cross-examination.

By Mr. Perlman:

The Witness: I have no recollection of ever talking to Joseph Rosenman or examining him or hearing his name.

These complaints that came to me during the time that I was investigating the poultry industry came only from slaughterhouses. Their complaint was against the Community Live Poultry Corporation, who compelled these fellows to join them on the threat of being driven out of business. There were a group of the slaughterhouse men that organized the Community Live Poultry Corporation, and others that did not want to go in. The Community had all the slaughterhouse men in a section in its organization

but some were involuntary members. These men refused to go on with any programme that the Community wanted. You came to our office and asked to dissolve this organiza-
[fol. 807] tion. It was not then a question of the Shochetim Union or any other labor union or loaders or teamsters. I think there were some complaints that the commissionmen were compelling some of the slaughterhouse people to take trafe, that means not kosher poultry that were injured and not fit for consumption by Jews, and they were compelled to take everything and anything under the threat of not being able to get any.

My investigation really covered a case of some slaughterhouse men refusing to voluntarily go along with the Community programme. The evidence you presented was well merited, and we brought our action. That was the investigation I was conducting of the poultry trade so far as the Community was concerned. Since that time I have no recollection of calling to my office any shochet or of examining into the organization of the Shochetim Union. Occasionally a shochet would come in and complain that they were fixing prices and demanding unreasonable requests.

[fol. 808] HARRY RUBAY, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am a butcher in Bensonhurst near Borough Park and Coney Island. I have been buying this year from the Majestic Live Poultry Market operated by Harry Seewald.

I had a conversation with Mr. Seewald about the 20th or 21st of September, 1931 in his market when I was there to buy poultry.

Q. 20. What did Mr. Seewald say to you?

Mr. Kaufman: I object to that on the ground it is incompetent and immaterial and not binding on any of the defendants.

The Court: Overruled.

Mr. Kaufman: Exception.

The Court: It has a distinct bearing on the form of the decree irrespective of whether or not it is established in this case that the particular defendants in the case are still engaged in the conspiracy.

The Witness: I bought the poultry and he put up a price. He never put me no price on poultry because I used to pay quotation price.

Q. 22. What do you mean he put up the price?
A. He never put me a price under the slip.

Mr. Kroppy: I object to this. He is asking for the conversation and he is telling something about putting prices down.
The Court: Overruled.
Mr. Kroppy: Exception.

The Witness: He put me up a price on the ticket when I bought the poultry of 37 cents. The market quotation on that day was about 25 cents, 23 cents and 2 cents premium.

Q. 26. 23 cents and 2 cents premium?
A. Yes, sir.
[fol. 809] Q. 27. So he was charging you how much above the——
A. 35.
Q. 28. How much above the market?
A. 8 or 9 cents.

By the Court:

Q. 29. About how much above the market?
A. About 8 cents.

The Witness: I told him "What is the matter you put me up a price, you never used to put me up a price, I used to pay you quotation prices in the store." He said, I think, "I will see you next week in the store, I think we are going to have an association soon."

Q. 32. Did he say who was going to have an association to?
A. He didn't tell me nothing.
Q. 34. Did he say the marketmen?
A. Yes, of course the marketmen all over will be one price.
Q. 36. What did he say about the association?

A. All will be one price and any place you are going it is one price among all of the marketmen all over the city. He didn't tell me about the prices. That is all he told me, nothing else. On September 21st, 1931, the price was 8 cents above the market quotation for premium poultry. I don't remember what the price was after September 21st, decrease sometimes, increase sometimes. Before September 1931, above the market quotation I was paying between 3 and 4 cents. It stayed 8 cents above the market to about November 15th.

I read in the paper that there was going to be this trial two or three weeks ago.

It dropped in price from the 8 cents above the quotation about the time I saw in the paper that there was going to be a trial. Yesterday the market was 25 to 26 cents. He didn't put me up any prices yesterday but I was to pay him between 29 and 30.

[fol. 810] Cross-examination.

By Mr. Kaufman:

The Witness: I am a butcher and sell meat and poultry. I have been dealing with Seewald eight months. There are plenty of wholesale markets in my neighborhood. I used to buy from Louis Winkler and Harry Sidofsky. I don't know how many other markets there are in that neighborhood besides the Majestic and Winkler's. I never go around at all. I can buy any place I want. I also bought from Barney Reeder. Mr. Seewald told me he thought there was going to be an association and that the price was going to be the same all over. I did not go anywhere else to see whether the price was the same. When he wanted to get 8 cents above the market from me, I did not say all right. I did not pay it. I paid only 4 cents. He treats me nice and I got nothing against him and that is the reason I didn't go anywhere else. I heard that butchers are charging the same price. Butchers do a lot of talking. Seewald is still charging on his books against me the difference between the 8 cents and the 4 cents.

Further cross-examination.

By Mr. Eisler:

The Witness: The time I paid him the 32 or 33 cents was September 19th or the 23rd. When I took the poultry I

didn't pay yet. I told him I wouldn't pay him the quotation and I went and he said, "Go home." That was the time I asked him about the price. I resold the poultry at 34 cents.

Mr. Eisler: If your Honor please, I desire to make a motion with respect to the testimony of this last witness especially in view of the reason assigned by your Honor in overruling Mr. Kaufman's motion. I move to strike out the testimony of this witness on the ground it is incompetent, irrelevant and immaterial, and I respectfully except to the ruling that your Honor made overruling Mr. Kaufman's motion at the time the question was asked.

The Court: Denied.

[fol. 811] Mr. Kroppy: May the record show a motion to strike out on the grounds I have urged before?

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 812] Louis Kugler, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: In the summer of 1929 I was a retail poultry dealer in the east side of Manhattan. Up to June 1929 I had been buying my poultry from the Howard Live Poultry. I don't know who the partners are. Bennie Franzel is all there is in the market there.

I have heard of the L. W. Credit Association. I don't know exactly when it was formed, 1928 or 1929. I think it was over a year before the criminal trial. I am telling you I don't know exactly. I think it might be just a few months prior to the criminal trial.

After the formation of the L. W. Credit Association, besides the Howard Live Poultry Corporation, I went to Abe Wolf's market on the east side but he isn't there now. I asked him to sell me poultry. He says he wouldn't see me, I got to go back to the Howard. He says "Even go to the District Attorney if I don't want to sell you." He kept me there till about half past seven after the killing and then

he told me he wouldn't give it to me, I got to go back to Howard.

He says, "If I give you stuff, I have to give up the business."

I never heard Abe Wolf or any other marketmen use the words "the business" before. Abe Wolf did not say what he meant by "the business."

I went back to the Howard after Abe Wolf had told me to go there. I bought poultry there a few months. I also went to Hoffman Brothers in Williamsburg, Brooklyn, and [fol. 813] bought poultry regularly from them. He told me once that Louis Weidberg called him up he shouldn't give me no stuff but he says anyway Louis Weidberg can't interfere with my business, I can do with my stuff whatever I want, so he killed after that.

Mr. Kroppy: I move to strike it out as far as Louis Weidberg is concerned.

The Court: Denied.

Mr. Kroppy: Exception.

The Witness: I killed stuff there after this. At that time I did not go back to the east side to buy poultry, I killed by Hoffman.

I tried to buy poultry during the summer of 1929 from Louis Weidberg. He did not mention anything to me but he sent out Lipshitz. I think it is Isaac Lipshitz and he told me, "You owe some money to the Howard if you pay it, I will give you stuff." "I don't owe no money." I said, "Why don't you give me stuff?" I came out from the office and he said "I can't do it, I can't sell you any stuff to you." He did not say why he can't sell me any poultry. Louis Weidberg said he wouldn't give me but he did not say why.

Cross-examination.

By Mr. Kaufman:

The Witness: I never owed the Howard any money. I have been doing business with Howard for a few months. I left them in the summer I think either 1928 or 1929. That was the time I went to Abe Wolf. That day I went back to the Howard and stayed there a few months after this and then I went to Brooklyn with the Hoffman Brothers. I was getting whatever I want from the Hoffman Brothers except Sundays. Sundays I used to get it at the Howard.

The reason I don't get it from Hoffman on Sundays is because he is closed on Sundays. I don't kill by Hoffman now. I kill on the east side by Mirotznik and Rosenberg. [fol. 814] I left Hoffman in 1929 in the middle of the week. He said "Louis Weidberg called me up I shouldn't give you any stuff, I can't give you." I testified before that he said after Louis Weidberg had called up that Weidberg can't interfere with his business. A month or two later he said "Louis Weidberg called up and I cannot give you any stuff." Then I went back to Howard for quite a while and then to Weidberg. Weidberg sold me. That was after the L. W. Credit Association. I don't know how long there was an L. W. Credit Association. I heard the butchers talking about it. I don't know who they were.

Q. Did you continue to hear about the L. W. Corporation, was it a couple of weeks, a couple of months or a couple of years?

A. A couple of months.

Q. A couple of months?

A. Yes.

Q. What is the answer to that?

A. A couple of months over a year.

Q. You continued to hear about the L. W. Credit Corporation for over a year?

A. Yes.

Q. You are sure of that?

A. Yes.

Q. And who did you hear talk about the L. W. Credit Corporation?

A. The butchers and dealers in the market.

Q. And you are sure it was for over a year?

A. I think so.

The Witness: I can't tell you exactly the first time or the last time I heard about the L. W. Credit Association. When I went to Abe Wolf he did not ask me whether I had paid my bill at Howard. He just said he wouldn't sell me, to go back to Howard.

Mr. Kaufman: I move to strike out the testimony of this witness.

The Court: Denied.

Mr. Kaufman: Exception.

Redirect examination.

By Mr. Rice:

The Witness: I do not know whether any marketmen were being paid any money in the summer of 1929 by L. W. Credit Association. No one ever told me that. I never [fol. 815] saw anybody watching the Louis Street Poultry Market in the summer of 1929.

Recross-examination.

By Mr. Kaufman:

The Witness: I know Harry Rosenfeld. He is on my block in the business. I talk to him.

Mr. Kroppy: I move to strike out this witness' testimony on the ground it is hearsay as far as all the defendants in the case are concerned and on the grounds previously urged.

The Court: Denied.

Mr. Kroppy: Exception.

The Witness: I sell the best class of poultry. Rosenfeld sells seconds and he sells broken stuff.

Mr. Rice: The Government offers in evidence Exhibit 50 for identification, which is a certified copy of the judgment obtained against the Square Deal Poultry Corporation.

Mr. Kroppy: I make the same objection to its admission on the grounds previously stated, that it is immaterial and irrelevant to the issues in this case.

The Court: Objection overruled. It may be admitted.

Mr. Kroppy: Exception.

(Marked Plaintiff's Exhibit 50, previously marked Plaintiff's Exhibit 50 for identification.)

[fol. 816] Maurice Cooper, called as a witness on behalf of the Government, being first duly sworn, testified as follows:

The following testimony, given by the witness on a former trial in October, 1929, was read in evidence, pur-

suant to stipulation, subject to objection and exception as to competency and materiality:

Direct examination:

The Witness: My business is meat and poultry. I have been in that business three years at 5407 Thirteenth Avenue. Prior to the summer of 1927 I bought poultry from Uneeda Live Poultry. The owners of that are Paul Sosnick and Sidney Sosnick. Those are the two men (identifying them).

[fol. 817] Before I started to buy from them, they came to see me and asked me to give them my business. The price was as much as the rest of them and also three to five cents above quotation. I have continued to buy poultry from them up until today.

I tried to buy from Beach View Chicken Market. One of the owners is Samuel English. I went to the Beach View in the latter part of August or early part of September, 1927. I dealt a week or so and I stopped again. He said he could not very well sell me as my bill has got to be cleared up before—the past bill in the other market. He said on account of the organization he cannot give me no poultry, my bill has got to be cleared up, and so forth. When he was selling me poultry he once delivered an order to a street corner instead of to my store. He said he must not sell me because he is in the Chamber of Commerce. Mr. English said that if I want to buy off him poultry, I should not buy from him all, buy a little with the Uneeda and a little with them. After about a week or more, buying from him, he said that he could not sell me any poultry any more as his organization, or the Chamber of Commerce so-called, found out that I am buying poultry from him. He said they find out he is delivering poultry to me.

I had conversations with the Sosnicks during this period about the quality of poultry they were selling me, off and on, complaining the poultry is not going so good. They said they have still worse in their market and this is the best that is going. I did not try to buy from the Blythbourne. I did try to get poultry from Carosi & Parmente; that must be also in the middle of the summer, July or August, 1927. I bought from them a few days. I knew that that isn't the market for me, because they are only retailers, but they came down and approached me about

buying poultry from them. I paid this firm in the vicinity of 39-42 cents a pound. I had been paying Uneeda immedi- [fol. 818] ately preceding the time I went to Carosi & Parmente, from 43 to about 51—2—3. Whether I got the same quality of poultry from Uneeda as I got from Cariso & Parmente, this is a thing you cannot tell. Poultry is a peculiar article. I believe the quality was about the same.

I tried to buy poultry only through another butcher, Mr. Nathan Grossman. He sent me down poultry only one morning. On the day I got that poultry, I had a conversation with Sam Gold. He was trying to straighten out difficulties between me and Uneeda and I shall go back and buy from them. He said different things but he said I would be foolish to go away from them. And the best thing for me, I shall buy again from Uneeda and they will try and treat me better. I cannot recall anything else. He said if I went to other places I would be stopped from buying and that I will not succeed in my business so good. He said he does know that I have slaughtered poultry elsewhere and that it is easy for him to find out just what I am slaughtering. He said the best way would be for me not to do that and go back to Uneeda. He said he stopped Grossman from getting poultry. That is Sam Gold sitting there (identifying him). The poultry I got from Carosi & Parmente was as good poultry as I got before; I cannot say much better.

Cross-examination.

By Mr. Sager:

I talked this morning, not with Mr. Oseas, but somebody else in his office. That man showed me a statement or what purported to be my statement this morning and asked me questions from the statement. My lawyer prepared an affidavit for me to sign in connection with this transaction and he turned that over to the District Attorney. At the time that that affidavit was made out I was very angry with Sosnick. I can't remember just how much I owed [fols. 819 & 820] them at that time. I still owe them money on the July bill. I gave him a check for $322 that came back on March 16, 1928.

Q. Didn't you give him one on March 19th for $322, and didn't that come back?

A. If you have got the proof there, it is so.

Q. Didn't you give him a check for the same amount on March 20th and didn't that come back?

A. I do not know; if you have the check there.

Q. Didn't you give him one on May 28th for $128 and didn't that bounce back?

A. I do not know. Maybe it is so, if you have got it there.

Those conversations were entirely with Paul Sosnick. I had no talks with Sidney Sosnick as to these matters. Sam Gold came down to me a great many times and many times I called on him. That was because Sam had at one time been employed in the Uneeda Company. At that time I owed bills of approximately four or five hundred dollars to Sosnick Bros., and they were going business as the Uneeda Poultry Company. I went to Carosi & Parmente, that undersold them, for about a month, a month before. They were Italian dealers. They sold me chickens at about 39 to 42 cents a pound. I paid more to the Uneeda Company. I bought Rocks from Uneeda. They are a higher class chicken. Leghorns are cheaper; I did not buy exactly Leghorns from Carosi & Parmente, probably a few were mixed. The breed of chickens has something to do with the price. Some are meatier chickens and are preferable in my trade. Plymouth Rocks are about the best chickens we have. The Leghorn is a smaller chicken, and smaller in its fibre and is lighter in its flesh. Through Sam Gold I arranged a settlement by which I paid off my bill and am now paying it at the rate of $10 a week; the bill amounted to four or five hundred dollars.

[fol. 821] The following testimony was given by this witness on this trial:

Direct examination.

By Mr. Rice:

The Witness: My retail poultry store is in Borough Park, Brooklyn. Before September 19, 1931 we didn't have a steady place as usual; our steady place was at Sunset Live Poultry Market, run by Louis Aronin. Before September 19th of this year he charged between 3 and 5 cents above market quotations. On the last part of Sep-

tember, 1931 we began to pay 8 and 12 cents. I had a conversation with him two or three days after September 19th at my place of business. He said according to others, he is charging us bargain prices, that is less than other marketmen were charging. He was charging, as I said, probably between 7 to 12 cents above the market. I was asking the reason. He said the combination of marketmen is formed and he must charge those prices. He said the Tuttle organization or Tuttle combination. That is all he said, I didn't have much conversation with him. He said he will be bound from higher windows to charge according prices to be fixed for it and that he was bound to charge 7 to 12 cents above the market. He did not tell me who compelled him to charge that. I don't think he said anything about dividing up customers.

I know Mr. Berkstein of the Church Live Poultry Company. I talked with him about ten days ago in my place of business. I had not been buying poultry from him recently. He was trying to get us on as a customer, as he promised us that another combination is going to be formed in the future. He did not say what that combination was nor did he say anything about price fixing or division of customers. That is about all. He said if I will go to him [fol. 822] as a customer this minute he will treat me right at the time when the combination will be formed. He said the thing that was broken up recently would not last very long and another combination is going to be formed and he advised us to go to him, as he is a bigger marketman we could get a better deal out of him at the time of the combination.

When I talked to Louis Arónin I said that he should let me go to another market to kill my poultry. So he said that I am supposed to know that he is charging me a cheaper rate than I can get anywhere else. Furthermore it would not make much difference as he would get his profit just the same. He did not say how he would get it. I had a conversation with Samuel English of the Berkshire Market at the synagogue on the 20th or 21st of September. I said "Sam, you are always crying that business isn't so good, yet you are going to a synagogue where the prices of tickets are the highest." So he said, "The money that I made for this holiday, I can buy all the tickets out." Also probably he didn't mean it seriously, but this is exactly his

expression. I was asking, "What is this supposed to be? Is it forming another organization?" He said, "You will find it out in a day or two yourself."

Mr. Kroppy: No cross-examination. I move to strike out this witness' testimony on all the grounds previously urged.

The Court: Denied.

Mr. Kroppy: Exception.

[fols. 823 & 824] Jacob Miller, called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct examination.

By Mr. Oseas:

I have had a butcher, meat and poultry market at 638 Kelly Street for the last ten years. In the spring and summer of 1928 I bought from Manne Bros. I also tried Salthe and Steinberg. Salthe sold me at that time, but when I went away from Steinberg of the Monroe Poultry Market, Steinberg says he can't give me stuff, I shall go back to Salthe. Salthe didn't want to give it to me because I went away from him. I went to Manne Bros. Sam Manne said they didn't want to give me stuff. I got to go back to Salthe. Salthe wouldn't give me.

I tried Goldstein & Gross; they would not give me. Once I went to William Simon's market. He said to come over and he will give me, but he didn't. I tried Bloom Bros.; they can't sell it. They are not defendants. When I went back once to Steinberg, I got from Steinberg poultry. At this time when I was going from market to market, there was no place at which I could get poultry. I put up some butchers to buy some poultry for me. I went out to some chicken markets to get poultry and I couldn't get it, and all of a sudden I got from Steinberg. When trouble started, he called me up to come, but after he didn't give anybody.

During this time I saw Tootsie Herbert or Charlie Herbert in the neighborhood of the Monroe about two or three times. I heard that one of Tootsie's brothers said to

Brownsville butchers to get the hell out of there right away from this neighborhood. I came in to Steinberg and said, "What going to be?" He said, "You know what is to be. It cost me two cents for the gangsters"—that is the word he used—"one cent for Earle Salthe—I leave you off two cents from the bills, too." I got the bills here.

[fol. 825] I had a conversation with Sam Manne at this time in regard to what Manne Bros. were doing. He said, "I get paid $150 a week to keep closed, and my brother Dave gets 150, too."

The Court: That testimony is received only as against Sam Manne.

I made a tour of several markets with Mr. Topolefsky. I tried about ten markets. I tried Schonzeit's market on July 11, 1928. The Schonzeits were in the place but I didn't speak to them. There was about fifty coops of stuff, and when I came in begging for poultry, I said I pay cash for the poultry. Bert, the boy, said, "I cannot give you; you know the reason why." I spoke to a son of Schonzeit.

I remember Benjamin Simon of Edgewater Road; that is the marketman. There was about eighty coops of stuff. He said, "I cannot give you any poultry." He said, "Here is a man watching me." He pointed with a finger. "Here is a man watching me." I never saw that man before. I tried Raby's market. I spoke to Raby and he said he cannot give me no poultry. First he said, "Where did you kill before, from where you coming?" And I said, "I am going to buy for cash." He said, "I cannot sell you any."

I also tried Frank's market. Mrs. Frank came out. There was about twenty coops of stuff on Thursday morning, I think. She said, "I cannot give you no poultry." I said "Why?" "You know why the reason." After I started to go away she said, "Give me the bill and let me know forty-eight hours before." After I start to go away I said good-by, she called me back and said, "Are you Judge Rosalsky's cousin?" I said "Yes." She said, "I just spoke to Mrs. Rosalsky," and after it comes out, a boy who works there says, "That man wants to make trouble. Let him go."

[fol. 826] I tried Tremont; there was about eighty coops of poultry. I got no poultry at all. I spoke to the manager there; I do not know his name. I tried Hornstein & Spatz. He said he cannot give me no poultry. At that time I was there I met Manne brothers there, both of them. He said, you know the reason they can't give me no poultry. I spoke to Hornstein and Spatz, both of them. I went to Max Rosen's. I came in there; they were all working. He said, "What do you want?" I said, "Poultry for cash." He said, "I can't sell you any." I tried the Webster; same thing there, they can't sell any. I spoke to the manager himself who was there; I do not know his name. Mrs. Frank and Rosen asked me for a receipted bill.

Cross-examination.

By Mr. Kaufman:

The first time I saw Tootsie Herbert by Steinberg's place, Monroe's place; that is the time he was riding up and down in a car. Once I saw him with Sidney Rosenstein in July, 1928. It was before I went around with Mr. Topolefsky that I saw these men in the car. I saw Herbert only twice. I was trading with Monroe for years and in all that time I saw Tootsie Herbert twice, once on a Tuesday and once on a Thursday. After I saw him at Monroe, I saw him at Manne Bros.; then I saw him at Monroe again, about two weeks later, 5 o'clock, half-past four or five in the morning. I saw him at Manne Bros.' place about the same time, maybe 6 o'clock on a different day. The third time I saw him was 5 o'clock, half-past five. The three visits were between 4 and 6 o'clock in the morning. I saw Arthur Herbert once by Manne Bros. and once by Monroe, and in addition I saw Charlie Herbert at Steinberg's on two different occasions. Charlie Herbert got out of the automobile and hollered in to a couple of butchers, "Get the hell out of here."

[fol. 827] PHILIP M. ROSENBLUM, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am a butcher and poultry dealer in Coney Island. I bought my poultry before September 19th, 1931, from Morris Gerber's market. Morris Klieger and Morris Gerber are partners there and they have a bookkeeper named Louis Lipkin. He is the manager there too.

Before September 19, 1931, I was paying 4 and 5 cents above the market. On that day I paid 34 cents for fowl and springs. That was about 10 or 12 cents above the market quotations. The price went up to 10 or 12 cents above the market from the 19th of September, Saturday night, among all the marketmen of the city.

I asked Louis Lipkin, "Why are you charging those prices tonight?" He said, "We are now in the combination. You have to pay all over the same price for your fowl, wherever you go. You can't get it for less. We have got orders." He said it was a combination of marketmen charging one price for everybody.

Q. Did he say anything else?

A. No.

Q. Did he say anything about an office for the combination?

A. Yes, he says there is downtown a chamber, I don't know what he said or what he meant by it, but he said there is an office where every week accountants is coming down to look up the books and they see that nobody gets it cheaper than what the orders are to get for the stuff.

Q. Did he say the office did anything else?

A. What?

Q. Did he say whether the office did anything else?

A. No.

Q. Every morning?

A. Every morning, yes. He said that every morning they are calling up every marketman and charging this and this price for the stuff.

[fol. 828] Q. You mean the office was calling up every morning all the marketmen?

A. Yes.

Q. To tell them what price to charge?

A. Yes.

Q. You are sure that he said that?

A. Positive.

Q. Did he say what would happen if you went to another market?

A. Yes.

Q. What did he say?

A. He told me—I told him the price is too high and maybe he can get me some reduction. He said "I can't do it, but wherever you go you will have to pay the same price and wherever you are buying, even if you buy some place else, as much stuff you buy and whatever you have been charged the profit we have got to get."

Q. That is he said that Morris Gerber would get the profit even if you went to another market?

A. Even to another market, because they cannot refuse not to sell.

Cross-examination.

By Mr. Kaufman:

The Witness: I bought my poultry up to the 19th of September from Morris Gerber and I bought poultry there that day. I did not go anywhere else that day. I knew that the market went up all over New York City because Louis Lipkin told me about it. I asked what is the price on stuff, and he told me I can't get it any cheaper, he said and I asked Mr. Gerber who said "Here is stuff 3 cents premium; here is stuff market price and I seen the quotations—I am getting my quotations every day and the quotation showed 22 cents for fowl and 18 and 19 for springs and he charged me 34 cents a pound, and I asked him why, and he said, "Today this is the price. We have got orders not to sell any cheaper." My statement that I knew that the market went up all over town was the result of my talking with Mr. Lipkin and Mr. Gerber. I didn't go to any market in Brooklyn or New York to buy. I did not want to try to go. Other markets in Coney Island besides the Gerber market are Harrison and Joe Scull. There are other markets in Brooklyn [fol. 829] near Coney Island but how many I don't know.

Mr. Kaufman: I move to strike out the testimony of this witness, particularly that part of it where he testified that he knew that the price went up all over the city.

The Court: Denied.

Mr. Kaufman: Exception.

I move to strike out the testimony of the witness on the ground that it is immaterial and incompetent in this suit, and on the further ground that giving to the testimony the best possible construction it relates to intrastate commerce and is restricted only to the particular area around Coney Island.

The Court: Denied.

Mr. Kaufman: Exception.

Further cross-examination.

By Mr. Perlman:

The Witness: The kind of fowl I bought on September 19th are called fowls colored average heavy. It was Saturday and I did not examine the market quotation that morning. The market quotation paper you showed me dated September 19th, says "sold at 1 and 2 cents premium." That means that added to the 23 cents there is a premium of 1 and 2 cents, and sometimes that premium may be 3 cents. I don't kill premium stuff. There was premium on some of it. The premium is part of the market price when you buy premium fowl. On the 19th of September I bought some fowls colored heavy. I notice that there is no price fixed alongside of the fowls marked "colored heavy" on this market sheet. This was the premium market. There is a statement there that that is sold at a premium. We can't know what the quotation was on September 19th for fowls colored heavy, from this statement here.

Last week I paid 5 cents above. Four or five weeks now I am paying the same price I used to pay before, 5 cents. Everybody else is paying about 4 or 5 cents above the market price today. I paid 4 or 5 cents above the market price for several weeks before the high holidays this year. [fol. 830] During the high holidays every year for years and years as long as I am in business the price I pay is higher above the market price than at any other season of the year. That isn't because there is a great demand at that time from the Jews of New York for poultry. There is a great demand around the high holidays. I sell more at that time without paying my employees overtime wages. I don't know if some pay overtime wages during the holidays. I paid 10 cents or 12 cents above the market price this year. 7 or 8 weeks for sure. In the month of Novem-

ber this year I paid 4 or 5 cents above the market and in August and July the same price. I don't know if everybody else is paying the same price. What I know is what I am paying. The Jewish holidays last about four weeks' from about the middle of September until about the end of October. There is the Rosh Hashona, Yom Kippur and the Succoth holidays. During that time only I was charged 10 or 12 cents. Afterwards too. The last Jewish holiday, Succoth of this year was on 21st of October and in the month of November I was paying 4 or 5 cents.

Redirect examination.

By Mr. Rice:

R. D. Q. 138. When did you start paying four or five cents above the market?

A. As soon as we seen in the paper that the new trial is coming up with the market people.

Mr. Perlman: I move to strike it out.

The Court: Denied.

Mr. Perlman: Exception.

Redirect examination.

By Mr. Rice:

Q. Was that in November?

A. That was in the early part of October.

Q. The early part of October?

A. The end of October, about a week or so after the Jewish holidays.

Recross-examination.

By Mr. Perlman:

The Witness: I don't remember if I paid more during those Jewish holidays last year than I paid afterwards [fol. 831] above the market. During Rosh Hashona and Yom Kippur, last year I paid above the market price 5 cents. During Passover, this year I paid the same. I have no records of prices I paid. A butcher don't keep no books. At Rosh Hashona I paid 4 or 5 cents to the marketman and I charged 4 or 5 cents to my customers. I charged less this year, than last year, that is less than what I paid. I don't

remember what price I paid about Easter or Rosh Hashona of 1930.

Redirect examination.

By Mr. Rice:

The Witness: I paid 4 or 5 cents a pound above the market around Rosh Hashona and Yom Kippur of 1930. This year I paid 12.

Mr. Kroppy: I move to strike it out on the ground it is hearsay as to all the defendants and on the other grounds I have urged.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 832] SAMUEL FREED, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I run a butcher shop with poultry in Bensonhurst next to Borough Park. I bought poultry in 1930 at the Atlantic Live Poultry in Borough Park. I bought from that market about a week before Yom Kippur. This year September 12th I killed straight. I asked for poultry and I got it. I asked for the kind that I killed, good poultry. I was told by Sidofsky, one of the partners, to kill what he gives me. He said "Kill this or go somewhere else." He didn't say anything else. He was charging me 4 or 5 cents above the market.

On September 19th I didn't kill there. I killed in the public Live Poultry Market run by Rosenblum. I do not know his first name. I did not have any conversation with Rosenblum. He charged me 34 cents. I don't know how much above the market quotation that was. They said it is between 7 and 10 cents. That is what I seen in the quotation. Rosenblum refused to sell me poultry a week after Yom Kippur. He says he can't give me no poultry, he ain't got enough. He told me to go back to the same place where I was. That was Atlantic Live Poultry.

I went back there. They charged me 4 or 5 cents above the market. That was on the second holiday. No one ever told me in September or October that there was a combination among the marketmen.

Cross-examination.

By Mr. Kaufman:

The Witness: I paid between 7 and 10 cents during the Yom Kippur holiday and went back to the Atlantic Live Poultry and paid between 4 and 5 cents at the second holidays, the first day of Succoth. That was about the end of September, this year.

[fol. 833] Mr. Kroppy: I move to strike out his testimony on the grounds previously stated.

The Court: Denied.

Mr. Kroppy: Excepiton.

[fol. 834] Jacob Miller, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I operate a retail poultry store in the Bronx. I have been buying my poultry in the last three months from Schairdock Live Poultry Company. The partners of that market are Benny Schair and Schairdock.

I paid for poultry on September 19th, 1931 from 10 to 15 cents above the market quotation. I had a conversation with Benny Schair in regard to that the same day. I asked him why he charged so much for meat and he said, "You heard by the meeting what is going on." He said that they are trying to be combined and should be able to make money. I was by that meeting there but they threw me out from that.

At that meeting there were about 300 of the wholesalers in the Bronx and New York, Brooklyn and all over. Benny Schair said every night the marketmen are making up the price. He said the trust, that is all.

I paid 10 or 15 cents above the market from before September 19th till it was advertised in the paper that the Government will try to get an injunction against them a couple of weeks ago. I am paying today 4 cents above the market.

Benny Schair did not say anything about marketmen telephoning each other but that they are making every night the meeting in a certain place and they are making up the price.

I know a butcher named Rosenberg, 986 Avenue St. John, in the Bronx. He kills always in the Schairdock Live Poultry Company. I came in for poultry there; he told me that cost 34 cents, poultry today. I went away. As soon as Rosenberg went away he said he is going to Mr. Siegal, another marketman in the Bronx. As soon as he went away I heard Schair call up Mr. Siegal and tell him that 986 went away from him, he should take care of him.

[fol. 835] Mr. Kaufman: I object to that.

The Court: Overruled.

Mr. Kaufman: Exception.

The Witness: Benny Schair told me that if Rosenberg kills at Siegal's market the profit goes back to the Schairdock Live Poultry. It was made up on that day. He says he is a member of this new association, it cost him $10 a week. Rosenberg was never refused because he killed it straight in that place and he never went away somewheres else.

I was refused poultry by Mr. Irving Glass that same night of September 19th or the next day. His market is 144th Street in Harlem, I think. I called him up and he said he got nothing for me, he can't give me no stuff. First of all he said "I send you stuff." And after I called him up and said, "What is the matter, you don't send the order?" He said, "I can't give you." A couple of days I called him up and he said "You see that red haired man, he is a workingman of the union." If I give you stuff he is going to complain, I will get hell for it. They give him me, I should give no butcher stuff, and if I give you stuff, I will have trouble after that."

I saw Charles Herbert in April before Passover 1931. He came to the market where I bought poultry, the Schairdock Live Poultry Company. He came in that market one minute before seven and the shochet had killed a couple of ducks

for me. Charlie Herbert said to the shochet. "Stop," "stop and take off your coat." He took out all the work. I said to him, "What is the matter, I need the poultry right away." He said, "Get the hell out of here because I will kill you" and then I took my hand to my pocket and I said "Get out of here, because there is going to be trouble."

I put my hand to my pocket. I got a gun with me. I got a permit to carry the gun on the last trial, 1929.

Mr. Kaufman: I move to strike that out.

The Court: Denied.

[fol. 836] Mr. Kaufman: Exception.

The Witness: Charles Herbert took off the shochet from that place. Benny Schair started to cry "What can I do with so much poultry, you take away the shochet, what will I do?" He said, "That is the rules, you don't like it, try and so something." And he started to kiss him and called the cop.

Schair kissed him, his leg, he shouldn't dare to do that, because he is going to get stuck with a couple of thousand dollars, he was crying himself. It happened that the cop came in and he started begging him he shouldn't do it and about half an hour he let the shochet he should kill again the merchandise.

Cross-examination.

By Mr. Kaufman:

The Witness: I have had a butcher store in the Bronx ten years. I have been dealing with the Schairdock Live Poultry Company for the last five years. After the night the meeting was at the Central Hotel, I commenced paying 10 or 15¢ above the market quotation. I paid that price for about 10 weeks.

X Q. 89. How long before the 19th of September did you continue to pay 10 or 15 cents above the market, was it one week, two weeks?

A. Many weeks.

X Q. 90. Was it a month?

A. More than that.

X Q. 91. Two months?

A. About 10 weeks, maybe.

X Q. 92. About ten weeks before the 19th of September?

A. Before the 19th of September, yes.

X Q. 93. You were paying 10 or 15 cents above the market?

A. Yes.

X Q. 100. For at least 10 weeks before September 19th, not less?

A. Not less, from before, not 10 weeks before September, a couple of weeks before September.

The Witness: Beginning August 6th I started to pay 10 and 15 cents above the market which continued until it was in the papers some day in November that the Federal Gov- [fol. 837] ernment is trying to get an injunction against them. Up to August 6th I was paying 4 cents above the market and the same after the early part of November. Between August 6, 1931 and the early part of November, I bought from Schairdock all the time. Nobody else.

Before August 6th I used to kill from Irving Glass.

I am familiar with the market quotations between the period between August 6th and the early part of November and I want the court to understand that I paid 12 and 15 cents a pound above the market during that period. I paid less on conditions that I should keep my mouth shut and I took off 4 cents from the bill. That is all, he gives me off 4 cents from the bill that I should keep my mouth shut. This was the price on the bill between 10 and 15 cents above the market quotations. On the bill of the Schairdock Live Poultry Company to me dated September 4th, 1931 there is an item of six pounds seconds at 23 cents. He charged me for this at cost price. There is another item of 18 pounds of Leghorns charged at 29 cents a pound. This is about 13 cents above the market. On September 4th and on August 29th the wholesale market for Leghorns was 16 cents. The next is an item of 10 pounds of Seconds at 23 cents which is cost price. Seconds are regular chickens but they haven't good breast. The item of 32 with a dash at 29 cents means Leghorns charged at 29 cents. The wholesale market price for those Leghorns on that day was 16 cents. The item "34½ B at $10.01." is springs at 29 cents which was 11 cents a pound above the wholesale market. With respect to these items the Schairdock Live Poultry Company paid 16 cents for Leghorns and 18 to 20 cents for springs. I know I told the court a moment ago

that the market price for springs or broilers was 18 cents a pound. Maybe 17, maybe 18. Show me the quotation, I need the quotation, I gave the quotation to the Federal Government. I do not want to change my testimony, maybe [fol. 838] it is 17, maybe 18. See the papers, I can't remember that day.

I started getting a reduction of 4 cents a pound since the meeting at the Central Hotel. That was the time I testified I began to pay 10 or 15 cents above the market. As a matter of fact I never paid 10 or 15 cents above the market but always got a deduction of 4 cents from that price. I took the 4 cents off before I paid the bill. On September 19th I actually paid maybe 8 or 10 cents above the market but it was marked 10 to 15 on the bill. I am sure that up to the 6th of August I always paid 4 cents above the market and that on that day I commenced to be charged on my bills from 10 to 15 cents above the market quotation. Maybe it was August 5th, maybe it was August 7th, but it was the first week of August since that meeting started. On August 6th I bought 26 pounds of leghorns from Schairdock and was charged 29 cents I think. I also bought 110 pounds of colored fowl on that date. I haven't got the bill. I can't tell you what I was charged. I have to see the quotation. They began to charge me on my bill from 10 to 15 cents a pound in August and continued till about November. There is no mistake about that.

I went to Irving Glass' before the holidays in September of this year. In this particular market now run by Schairdock I have been dealing continuously four or five years. It has been known as Schairdock's for only three years. The time I went to Glass' I did not have a dispute with Schairdock. Nothing at all. I just wanted to go somewhere else. Glass' place is in Harlem over the bridge. One day I bought there on a Friday. I called him up two days later and I said "Second me about 25 springs and fowl." He said yes he will send me. He did not send them so I called him up again. He told me he hasn't got it. He can't give me. Then I went back to Schairdock.

Charlie Herbert came into Schairdock's place early in [fol. 839] in April of 1931 a minute and a half before 7 o'clock. I looked at the clock particularly. I came in just to see if the shochet kills and it happened that he killed on that morning one minute before seven. He came in and he said, "Come out, all of them, take your coat off and come

back." The shochet had already killed a couple of ducks, just two minutes before. He didn't say*ing* to the people anything. He said to the shochet and the people "Take your coats and come out." He didn't tell them not to work before 7. The shochet knows that before. He stopped them right away off and they stopped working that morning about a half hour. I was in a hurry to get my stuff. I did not pull my gun at that time. I did not do it quick. When he took his hand on me then I pulled the hand to my pocket. I mean he wanted to hit me there that morning and then was the time I was pulling my gun. I had to wait just until the shochet went back to work and I got my stuff.

I went to the Shairdock Market that time in April about five o'clock in the morning. I should be the first one. No one was in the place at that time only Barney Schair and the partner. The shochet came in about 20 to 7. He got dressed and he was waiting till 7. I waited there to meet the schochet come in and I did that every morning. I always got there around five in order that I should be the first one.

Referring to this meeting at the Central Hotel some time in August, no butchers were at that meeting. There were 280 to 300 marketmen from Manhattan, Bronx, Brooklyn, Coney Island, all around the city. I didn't know all of them. I didn't count them. The marketmen came with their bookkeepers and clerks. There were so many people, I don't know.

I attended a meeting of butchers over in Brooklyn a few weeks ago. I don't pull a gun for nobody or say at that meeting that I was going to break the marketmen. I said [fol. 840] the Government will break them. No union was referred to in the meeting at all. Charles Secretarius Weiss started this meeting over in Brooklyn. I don't know who he is. He is not in the butcher business. He is an organizer. He started the organization in Brooklyn first and I went over to Brooklyn from the Bronx to find out what was going on. I was invited to that meeting. I did not attempt to organize the butchers in the Bronx at any time.

Redirect examination.

By Mr. Rice:

The Witness: I don't know what the Harlem & Bronx Poultry Board of Trade is. I have not attended any meet-

ings of marketmen in Harlem and the Bronx only that meeting on August 6th and that was a meeting of all marketmen in the whole city. I have heard of the Bronx Poultry Dealers Mutual Protective Association. They all have one head, they should charge one price and how to rule the business.

Mr. Kaufman: I move to strike it out as not responsive, and as a conclusion of the witness.

The Court: Overruled.

Mr. Kaufman: Exception.

The Witness: The members of that association are Bronx and Harlem Live Poultry Marketmen. I do not know how many of them belong to that organization. They hold meetings now. I have not attended them and I do not know what has been discussed at those meetings.

Recross-examination.

By Mr. Perlman:

The Witness: At this meeting in the Broadway Central I did not see a shochet there. I know Mr. Tuttle. He was at the meeting. I don't know if he made a speech at that meeting. They threw me out of there. I saw many fellows making speeches. I heard the speeches, but I didn't know who they were.

Mr. Kroppy: I move to strike out this witness' testimony [fol. 841] on all the grounds previously urged.

The Court: Denied.

Mr. Kroppy: Exception.

Mr. Kaufman: We will concede, Mr. Law, that Mr. Topolefsky referred to in the testimony of Miller was an agent of the Department of Justice who was assigned to the investigation and was making the investigation along with this witness, Jacob Miller.

Mr. Kroppy: If your Honor please, I want to make a motion to strike out the testimony of the witness Jacob Miller just read and I make the motion on all the grounds previously stated, and I would like the record to show a similar motion with regard to the testimony of Chick.

The Court: Denied.

Mr. Kroppy: Exception.

Mr. Kroppy: I make the same motion with regard to the testimony of the witness Cooper.

The Court: The same ruling.

[fol. 842] NATHAN GROSSMAN, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am a retail poultry dealer and butcher in Borough Park, Brooklyn. I have been buying my poultry from Church Avenue Poultry Market. I have been in the Windsor Live Poultry Market once when the Borough Park Butchers Association came over to the meeting a few weeks ago. I was there with Sam Vogel. He is a butcher in Borough Park. I heard a conversation between Sam Vogel and the proprietor of the Windsor Live Poultry Market, Mr. Cohn. He said he didn't want to give me stuff because he did not want to starve his neighbor; his neighbor came over there and begged him not to take his customer away.

Mr. Kaufman: No questions.

Mr. Kroppy: I move to strike out the testimony of the witness on all the grounds previously urged.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 843] SAMUEL VOGEL, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am a butcher and poultry man in Borough Park. For the last three months I buy at the Windsor Live Poultry Market. The proprietor is Mr. Cohn. I was accompanied to the Windsor Market by Mr. Grossman. About two months ago, before the holidays, I went to the market because they don't want to give me chickens. Mr.

Cohn told me he didn't want to take away from his neighbor, the Majestic, because we are friends. He didn't want to take away a customer from the Majestic and that is why he didn't want to give me the chickens. Then I went back and bought at the Majestic. I don't remember how much I paid above the market quotation—about 32 cents—about 30 cents—I don't know how much. I did not try any place else to buy poultry.

Mr. Kaufman: No cross-examination.

Mr. Kroppy: I move to strike out the witness' testimony on the grounds previously urged.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 844] Reuben Wiener, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am a retail poultry dealer in Bensonhurst. For the last three months I was buying of H. Rubin. The members of that firm are Bennie Danziger and Aleck Siegel. Before September, 1931, I paid three and four cents above market quotations for poultry. After September, 1931, they wanted to charge me between 8 and 10¢ above the market.

I had a conversation with Aleck Siegel before the holidays in his place when I come to buy stuff. He told me all the marketmen of Borough Park and Coney Island are going to combine together and he will take good care of me and won't charge too much; he will charge me the same as my brother-in-law. He did not say at that time anything else about prices. I talked to him again between the holidays. The first day of the holidays, he put on a price of—I don't remember exactly 32 or 33 and on Yom Kippur—32 and 33 and also he gave me a price on ducks too and I complained and I said, "You said you were going to charge me the same as my brother in law", and he said, "I will straighten it out. I cannot do it now because

they come and examine the books and I have got to make the bill that way". He charged me then maybe 10 and 12 above the market quotations. I did not take off anything. He said, "Let it go another week," and then he said he will give me something off. "Let it go another week, after *suckos*". Later I took off $297 from the bill. He said all the marketmen charge the same price because they are combining together now. I went right away to Brownsville to the Prospect Market where I talked to a man I knew as Charlie. I said that they were overcharging me in Bensonhurst and I said, "Can I get stuff from you?" He said, "Yes, they were not combined yet in Brownsville. Then [fol. 845] he gave me stuff and charged me 24. Later I went to Harry Schenkman's market on a Tuesday, and I said, "Mr. Schenkman, will you sell me stuff?" He said, "I can't do it." I said, "What's the matter, I was killing by you over a year and you used to give me stuff, what is the matter?" He said, "I can't do it. I will tell you tomorrow. Tomorrow will be a meeting of marketmen. It will be decided whether I can give you stuff or not." On Wednesday I went over there and he said in a couple of weeks he will let me know. Later I spoke to Dave Litwak in a restaurant. I said, "I want to kill stuff; it is too hard to go to Brownsville, and will you sell me stuff?" He said he will let me know. He said he cannot break it up. They are just combining together. He referred to the men from the Island and Borough Park. The second day of Succoth, I was in Bennie Danziger's market. I saw Abe Harrison, Litwack and Danziger unloading stuff and I heard them talk about it. Danziger said, "We have to charge 30 cents for chicken dealers"; afterward Abe Harrison says we have to charge 30 cents to chicken dealers and 32 to butchers. And Bennie Danziger says, "What is the idea you have to charge 32 to 34?" Then he said, "All right, let it be the way you say". The price the next day was 32 and 34.

Mr. Kroppy: The same motion to strike the testimony on all grounds previously urged.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 846] JOSEPH HELLER, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am a retail butcher in the Bronx. I buy from Glicker about three months. It was from after the Jewish holidays, I just don't remember—it was about after the Jewish holidays I started to buy. In October, 1931, I buy all my poultry from Kalman Gross. Harry Steinberg is his partner. On Rosh Hashana, he asked me seven cents above the quotation of West Washington Market, and I did not want to pay so much, so I went over to Manne Brothers. 4 cents or 5 cents I had to pay before the holidays. Gross explained to me that during the holidays he pays extra overtime, and so forth, so he got to get more. That was all he said.

The Manne brothers, Samuel and Joseph are marketmen in the Bronx. I asked them for poultry and they told me they haven't enough for their own customers. Naturally it was late, so I went back to Gross to get the poultry. I was charged by Gross 7 cents above the market. When I came to pay the bills I said it was too much money. I told him, "I am not a customer just for a day," so he took off the three cents and I only paid 4 cents above.

I went for poultry on October 4th, 1931, to Bloom Brothers, that means The Panish Live Poultry Corporation. Isidore Bloom is the main boss there. I met him on the street Wednesday and asked him if he could sell me some poultry for Thursday. He said he will sell me if I will bring him a receipted bill that I paid my bill to Gross. I told him, "How can I pay in the middle of the week? You know how it is. You know my credit is good. I am so many years in the Bronx. I always paid my bills." He said, "Well, we have had so much loss, that we don't make any [fol. 847] difference between good customers and bad customers. Everybody must pay the bill before you come to a new place. I will sell you gladly poultry if you will bring me the bill paid." That was his explanation, that there

was so much money in bad debts that they don't make any difference between a good customer and a bad customer. He said "they". I cannot tell you whether he meant himself or every marketman. He said they lost so much money on bad accounts. This was on Wednesday and I had not paid my bills to Kalman Gross.

I normally pay my bills on a Monday for poultry bought during the previous week. We settle up once a week.

Cross-examination.

By Mr. Kaufman:

The Witness: I suppose I could go to the market men and get a bill and pay it at any time I wanted to. I never tried. I know that the market men did have very large losses from bad accounts amongst butchers. All of the market men have losses, tremendous amounts of money as a result of butchers not paying their bills. I know plenty butchers who didn't pay their bills. It is a reasonable thing for the market men to try to keep their credits in as good a shape as they can, but there is many of butchers which they are really good payers, they should not be in the same place as people who don't pay. There are just as many bad payers as there are good ones and it is very difficult to determine who is good and who is bad because a person who is good today may be bad tomorrow. Before the holidays I paid four cents and it was during the holidays that the market men asked me for seven cents above. I didn't want to pay it at first. Then I went back to him and agreed to pay it. When I paid my bill I got him to make a concession of three cents and I didn't pay any more than four cents.

Every year around the holidays during September and October the prices always go up. Around Easter time and [fol. 848] every holiday it goes up a couple of cents, but we figure, that two cents would be enough, but they claim that losses are much more than they expect—naturally, I don't know how much they lost, how much they should be charged, but I always paid the previous years two cents more—that means the Schochtim, the people who killed the chickens, they get a little more, they work overtime, and so on, and there is a lot of bad chickens which they have to throw them out in big quantities, so we used to pay two cents, and I

objected to the four cents above or three cents, rather, above. I wanted two cents or one cent, but after having a conversation and telling him this and this, he let me off three cents.

Mr. Kroppy: I make the same motion with respect to this witness's testimony.

The Court: Same ruling.

Mr. Kroppy: Exception.

[fol. 849] KALMAN GORDON, a witness called on behalf of the plaintiff, having been duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I have a retail poultry store for the last fourteen years in Brownsville, Brooklyn. In the past year I had a large poultry market and I had a Union Schochet, Jacob Goodnick. In this past year when I had the live chicken market I bought at Gordon's Poultry Company run by Morris Gordon and Mendel Gordon. I closed up the place about May, the end of April or in April or May, 1931. I went to the office of the union about my union man and saw Mr. Arthur Herbert, called Tootsie Herbert, a delegate of the Union and the rest of the executives there. I asked him, "I can't afford to keep no men in the place, it is too small a retail place, me and my wife are working there, so I can't afford to keep a Schochet and a man for $50.00 a week. They didn't say anything, they say we will see, we will look up that. I says, all right, look up. I went again, then they looked up. I went back to them a few days or a week later. I said, "No, I can't keep up the place with a Union man, because the place don't pay for it, it is a retail market, me and my wife work there, we want to make a living so we can't afford him." So they took off once the man and they sent me a man again. I sent him back then it was about a few weeks later I had to keep closed two weeks the market, then I opened again the place, and they promised me not to send in no men and two weeks later they sent me in a man, so I asked him, "Why, didn't you promise me not to send

in a man?" They said, "So we said". That is all. Arthur Herbert or any union delegate never came to my market. My schochet continued to work all this time, but once he stopped. It was this way: I seen a man come in the morning in the market, and the Schochet didn't work. I says, "Who sent you to work?" He said, "The Union". I said, [fol. 850] "I don't need no one". So I asked the Schochet who told you not to work, he said, "The man brought me the piece of paper from the president of the Schochtim Union". It say you shouldn't work without a man. It was addressed to my Schochet and signed by Jacob Bloom, the President of the Schochetim Union. I have a photograph of it.

(Witness produces and hands paper to counsel.)

It is in Yiddish. I can translate it.

Q. Can you tell us what it says?
A. Yes.

Mr. Perlman: I object to the question.
The Court: Overruled.
Mr. Perlman: Exception. Further, on the ground, that it is not the best evidence, the original is the best evidence.
The Court: Overruled.
Mr. Perlman: Exception.

By the Court:

Q. What has become of the original?
A. I took the original back.
Q. How did you get this photograph?
A. Before I made a photograph of it.

Mr. Perlman: Same objection.
The Court: Same ruling.
Mr. Perlman: Exception.

The Witness: I gave it back to the Local 167 Union, to Mr. Arthur Herbert on the next day at the Union office. He asked for it. The first thing that day when I had that piece of paper, I didn't know nothing about that paper, I took the paper and I p t it in the register. Two hours later, I see the President of the Schochet Union, he had a man come over with a truck and they goes over and says, "Mr. Gordon, what are you doing here?" He says, "Do anybody work in the market?" I said, "No, nobody works in

the market". I said, "How could they work in the market when you stopped off the Schochet to work." He said, [fol. 851] "I stopped off?" I said, "You didn't stop off, but you said he shouldn't work without any permission, without any man", so you stopped him off, the man to work. So Jacob Blum, the president of the Schochtim Union says to me, "Give me that piece of paper——" So the fellow who was with him says to me "Give it to me, I will read it over and see what it says." I said, "You don't know it, you are an American boy, this is Jewish." I don't know who that boy way, he works in the market. Then in a couple of hours later I had a call from a man I should bring that piece of paper back there from the Union and they would send me no man so I took a photograph of that piece of paper and the next day I went to the Union, I give them the piece of paper and he said he wouldn't send me any man. Two weeks later they sent me in a man again. That day they were calling me, I had calls one after the other I should bring that piece of paper back. I gave it back to Arthur Herbert and this is the photograph of it.

By Mr. Rice:

Q. 95. Do you know what that paper says?

A. Yes, sir.

Q. 96. Will you tell us?

Mr. Perlman: I object to it.

The Court: Overruled.

Mr. Perlman: Exception. Further, on the ground the paper is not in evidence.

The Court: Overruled.

Mr. Perlman: Exception.

Q. Will you tell us what the paper said?

A. Yes. "Mr. Goodnick, without the man you can't work, Jacob Bloom."

Q. Is this a correct copy of that piece of paper?

A. Yes, sir.

Mr. Rice: I offer it in evidence.

Mr. Eisler: I object on the ground it is incompetent, irrelevant and immaterial.

[fol. 852] The Court: Overruled.

Mr. Eisler: Exception.

(Marked Plaintiff's Exhibit 51.)

The Witness: At the time I sent away the member of Local 167 I went to the Gordon Market for poultry and talked to Morris Gordon and Mendel Gordon. They gave me poultry right away. The poultry was on the floor but I did not get the poultry. The four working men was there. There is Robby Goodman, Louie and two other men. They belong to Local 167. I am talking about Morris Gordon's market when I went to buy poultry after I had fired a member of Local 167 in my place of business. Morris Gordon Poultry Co. is the place where I had been buying poultry all of the time. They always give it to me. I bought the poultry alive. On this occasion when I was in Gordon's market, Joe, the working man that I had laid off in my market, was there and said he had been fired. I can't think of Joe's last name. I saw him talking there but I didn't hear what he said. My poultry was standing on the floor in the coops at the time. It was sold to me, and then the workmen didn't give it to me. Robby Goodnick said, "We can't give it to you unless you take the man back." Morris Gordon wanted to deliver me later at night. I didn't want it. I didn't go any place else. I kept closed my place a couple of weeks.

Cross-examination.

By Mr. Kaufman:

The Witness: I opened my market about two years ago. I rented it from a man who had a Union Shochet working for him and when I took the market over, the Union Shochet worked for me. Besides the Union Shochet I did not have any loaders or any men working in the place. I didn't take on a union man but they sent me in, they forced me in. I paid the union man, I had to pay. After I was running the market for three months, the union sent one man to me. [fol. 853] I paid him $50 a month. He did almost nothing. He only would load them once in a while; mostly I loaded the coops myself. He went to the market for me and sold poultry for me sometimes. He worked for me a couple of months. I fired him. I got along without a man a few weeks, then they sent me a man again named Meyer. He worked for me also about a couple of months. The same day that I got him, I went to the union. I told him I

couldn't afford to keep a man. They told me that there were too many of the union men who were out of work. They didn't tell me that they were starving. They told me that union men were out of work. I knew that without them telling me. At the same time that I got in the union man, I went to the union. I don't remember the date. It was the whole 20 months I used to go to the union up and back. The union did tell me that people in the same line of business as I was in, and in my neighborhood, were employing union men. One market in my neighborhood had a union man, and I know one didn't have a union man. The market that did not have a union man was Harnet's, at 427 Hegeman Avenue. One time I went to Mr. Gordon's to buy poultry. He set it aside for me and the union men refused to load me; by reason of the union men's refusal to load me, I did not get any poultry that day. I had my market closed during the 20 months, three times, for a couple of days each time, but that last time I had it closed for two weeks. Now it is open, but it don't belong to me. I didn't sell it. I closed the place.

Q. You closed up the place?
A. Yes, the union closed me up.

Mr. Kaufman: I move to strike that out.
The Court: Denied.
Mr. Kaufman: Exception.

Q. When did you close up your place?
A. It was about three weeks after Easter of this year.

[fol. 854] The Witness: When I say I closed up the place, I do not mean that I rented the place to anyone else. I still have the lease. A man is running that market now. I don't know his name. I do not work or ever go there. I did not rent the place to the man who is running the market now. I never closed my market on account of alterations.

I owed Gordon, the marketman, at the time I closed up my market, about $1100, which I still owe him. I did not close up my market because I could not pay my bills. I have a chicken store on Blake Avenue, in Brooklyn, which I opened about two months after I closed the market, in my own name. Gordon did not sue me for the $1100. I paid him once $100, when I had it. After I paid that $100,

I still owe him $1100. Gordon is my uncle. He would sue me, but he did not do it. I don't go to him any more. I buy all over for credit. Gordon is the only one I owe money to in the market. Up to the time I closed my market, three weeks after Easter, I bought a couple of hundred dollars worth of poultry a week from Gordon's. I did not make any payments to Gordon—for the last four or five weeks before I closed, except I paid him, last day I closed the market. The balance at that time was about $1100 and I paid him $100 since that time.

Redirect examination.

By Mr. Rice:

The Witness: Morris Gordon never refused to sell me poultry.

Mr. Kroppy: I move to strike out all the testimony of this witness on the grounds previously stated.

The Court: Motion denied.

Mr. Kroppy: Exception.

[fol. 855] WILLIAM SIMON, Witness

Mr. Law: I offer the exhibit marked 22 in evidence in the criminal trial and ask that it be marked Exhibit 52 in this case.

The Court: It may received.

(Marked Plaintiff's Exhibit #52.)

A stipulation was made that William Simon, if called, will testify precisely as he did at the criminal case, and that upon questioning by defendants' counsel, he will answer that he knows of no further troubles in Greater New York or at any of the railroad terminals or in West Washington Market since the Fall of 1928.

Pursuant to the said stipulation, the following testimony of William Simon given on the former trial in October, 1929, was read in evidence, subject to objection and exception as to competency and materiality:

[fol. 856] WILLIAM SIMON, called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct examination:

I am what is known as a marketman. I was a member of the Chamber of Commerce and joined when they organized in 1926. I have remained a member up until this very day. [fol. 857] I have been on the board of directors until Mr. Sahn got in and then they appointed me as vice-president, late in 1927. When I first joined, Albert Winkel was president and after he resigned, Dave Hirshon was president until the end. I was a director when Major L'Esperance resigned in the spring of 1927. He was to organize a credit system, but he kept promising and they did not organize it, and of course the members were kicking, and he said he could not organize it for a while, and he held a meeting and went away and sent in his resignation. That was the only discussion prior to that time. Price-fixing was never discussed at any one of those meetings.

I remember when Benjamin Simon became supervisor. I had a conversation with him just prior to that time in the West Washington Market.

The Court: I will receive it as against the defendant Simon.

Benjamin Simon asked me that I should talk to the board of directors and see if he could not become supervisor of the Chamber of Commerce. I told him I will talk it over and I will see and let him know. I talked it over with several members, Samuel Sahn, Spatz, Mr. Rosen and Mr. Gordon, and then there was an appointment made to meet him. We met him and a conversation took place then. He could not take the job as supervisor unless a committee would go up to the Attorney General, and ask the Attorney General for a man, and he would be the man, so he will try to get leave of absence and then become supervisor of the Chamber of Commerce. A committee was picked out, I don't remember how many, three or four. The committee came back and said that they got leave of absence for Mr. Benjamin Simon at the Attorney General's office for three months to try to be supervisor of the Chamber of Commerce.

[fol. 858] After that I attended several directors' meetings at which Benjamin Simon was present. The first meeting was held by the body of the Chamber, and Mr. Simon was introduced as supervisor for the Chamber of Commerce for

the next three months. Mr. Simon got up and gave them a talk; that was the end of the meeting; they all went home. About a week later Mr. Simon called the board of directors and he asked us if we could go out in the different boroughs and pick out men from the different boroughs to be the head of the business and to run this business. He asked if it could be done to collect a cent a pound for the merchandise being sold in every borough. Well, we told him we will let him know. All the leaders went home and they come back about a week later and they told him it was impossible and it couldn't be done, couldn't collect a cent a pound. Well, he says, if a cent a pound could not be collected, could any other moneys be collected. We asked him how much money he needs; he says he has got to have no less than $2,000 a week. We asked him for what the money is needed, and he said he wants that money to build terminals in New York, the poultry should come to New York; he wants to build a credit system in every borough, to have offices in every borough, so a butcher could not run from one borough to the other and move away with the marketmen's money; so he could keep check on it. He has got to have money to build an exchange; he has got to have money to fight the unions, and so forth.

We were trying to collect $2,000 a week in Greater New York. After, the $2,000 a week was divided in certain percentages in those boroughs. Harlem was taxed 10 per cent, $200; Bronx, I believe it was 20 or 22 per cent; every borough was taxed according to percentage to make up the $2,000 a week. And we started—Borough Park started first, Williamsburg started next; I think the Bronx and Harlem was then the next, and Brownsville was last. After [fol. 859] this was arranged, there was two men to each section appointed to go out and run this business, so that people should not sell merchandise without receipted bills, they should see receipted bills before they sell merchandise, to buy up some certain trade, and that is the way it could be working.

Mr. Benjamin Simon picked out for Bronx, Mr. Spatz and Mr. Rosen; for Harlem, Louis Cohen and myself, and on the East Side, Mr. Mirotznik and Mr. Weidberg; Williamsburg, Mr. Sahn and Mr. Mamber of Mamber & Pepper; Brownsville, Mr. Hirshon and Mr. Gordon; Borough Park and Coney Island, Mr. Gold.

The $2,000 was to be used by the supervisor for terminals or building and exchange and having in every borough a credit system, to fight the unions, and so forth. First, Albert Winkel did the collecting for my district while he was president. When he resigned, Mr. Wolas and Mr. Louis Cohen collected. Those who paid were Chimple Poultry Company, run by Susnick Bros. They paid some weeks $75, some weeks $100, some weeks $50; all depends on the business. 144th Street, Glass, paid the same thing. Rifkin, 135th Street, paid about $50. Next was 122nd Street, Wilkins & Rosen; they paid about $50. Next was Levy & Schaier; some weeks $75, some weeks $100. Next was Romaner, 104th Street; he paid $100 a week—$75 a week. I don't know what Winkel paid. Schiller & Levy paid some weeks $125 and some weeks $150. Max Kaplan paid about $50. Cohen & Glassberg paid once in a while $25; they never paid steady. Karp & Jaffe, about $75. I don't think any other people paid any money.

This money that was collected was paid off to certain people who did not interfere in the wholesale business, did not take any customers. They were paid so much a week. The agreement was—they claimed they cannot make a living—business is bad, and only to help them along we made [fol. 860] certain conditions with them to give them $50 or $75 a week. They were not to sell to people who come in without a receipted bill. We paid to Brown & Bergenfeld, I believe $100 a week. Brookside Poultry Company, $150 a week. Benjamin Kaplan, 108th Street, was getting about $125 a week. And there was a fellow—some Italian, 129th Street, was paid by Mr. Wolas or Mr. Spatz. They were paying them through me. Benjamin Simon, the supervisor, got $200 a week. I made payments to those three and Benjamin Simon many times. This money was brought to me. I did not keep any account of the money that was collected and paid. The collectors told me that they paid other people with the rest of the moneys collected in my district.

Benjamin Simon said it is none of my business what he is doing with the $200 a week I paid him; he has certain obligations to meet and has got to pay them. There was no report made at any of the meetings, directors' meetings, or any of the meetings of the Chamber of Commerce, as to what was being done with this money. The supervisor got a salary of $300 a week from the Chamber of Commerce,

and these $200 payments were in addition to that. I saw several times money passed to Benjamin Simon by Mr. Hirshon, Mr. Spatz, Mr. Sahn, Samuel Gold. I never got a receipt for the moneys I paid him. These collections and payments were not discussed at board meetings or at meetings of the Chamber. They were discussed in every section separately. I only took care of Harlem, nothing else.

We met at the Lexington Hall, 116th Street and Lexington Avenue. The first meeting was held before we started to collect any money, about the month of June, 1927, after Benjamin Simon had told us he wanted this money. We called everybody together and told them we are organizing a credit system and we would have to have some money. That they are willing to allow to a certain trade, to keep [fol. 861] certain trade, and if they will produce their books and we shall see the customers there, we told them to keep them and no one would interfere with them. They were all in favor of it; they were all satisfied. I told them about these collections. We started to collect around the month of June of 1927, until about the 1st of January, 1928. Then the 1st of January we broke up and stopped collections for four or five months; the Harlem and the Bronx did the same. Then we started to collect over again until we were stopped by the Government.

As a credit association, nothing was done. We were supposed to have an office in every borough, and if a butcher ran away from the Bronx to Brooklyn or from the Bronx to Brownsville, he should be found the next day. They got the habit now, when they take from one marketman a large bill of merchandise, the next day the marketman goes in and finds a lock on the door and it takes him years to find him, where he went. The credit association did so much. A butcher, if he owed any bill, they did not get any merchandise; he had to pay my bill. If he showed a receipted bill, he gets merchandise; and if he did not, he can't get it.

I actually collected moneys myself on one occasion. On that day I must have collected from Jumel Place and Glass and perhaps 122nd Street. This slip of paper which you show me I received from Albert Winkel. This shows the percentage of money to be raised by each section.

(Marked Government's Exhibit 36 in evidence.)

Mr. Oseas: May I read just one column to the jury? Bronx, 21½ per cent.; Harlem, 10; East Side, 16½; Brooklyn, 16; Brownsville, 17½; Borough Park, 18½. Then a line is drawn and underneath a total of 100 per cent.

[fol. 862] I never saw any people in Harlem come around to me with receipted bills. A butcher's bill should be payable every Monday for the week ending Friday. I did not employ any people for this credit association. We had no running expenses as far as I knew, aside from the rent of the meetings. Benjamin Simon once asked for $1,000 extra and I think he got it for a week or two.

Cross-examination.

By Mr. Jacobson:

While Major L'Esperance was supervisor, we marketmen had discussed in the Chamber of Commerce the credit situation about which I have talked, for several months, and that continued after Mr. Simon became supervisor. The matter of how butchers would go around from one store to another was talked about at these meetings. It was within two or three weeks after the time Mr. Simon became supervisor that we agreed upon the forming of the credit association. Up to the time that we agreed upon the credit association, nothing had been said about collecting money. We started the collecting at the time we started the organization; then Mr. Simon appointed these various heads to take care of this district. It was two weeks after the credit association was organized that the question of the collection of money came up. When Mr. Simon came in as supervisor, the plan was there and we submitted it to Mr. Simon. We had talked about this very thing in the State Attorney General's office when Mr. Simon was there; he was the man who acted for the Attorney General in seeing about this poultry trade. We had had many meetings at the Attorney General's office with Mr. Simon and talked over various phases of the poultry trade. When he became supervisor, he told us that that plan could be put into operation. The fact that he came from the Attorney General's office and advised it could be done, was why we done it.

[fol. 863] Mr. Winkel also told us about Commissioner of Health Harris, Dr. Harris having suggested that the wholesale and retail should not be done in the same market. We discussed that and spoke of it to Mr. Simon. We believed it was all right to do it. When I spoke about Mr. Winkel resigning as president, I meant that his term expired in 1927. He ran for re-election against Mr. Hirshon and Mr. Hirshon was elected president. Mr. Simon was the first man that spoke to us about raising money necessary to carry into effect the various things that were suggested and advised by him. He appointed the heads of the various districts; these districts had been there for years. The various marketmen were known by their districts and have been for many years. When he suggested that, I called a meeting of the Harlem and Yorkville marketmen after the other sections started. I was concerned with those only in our own district. That meeting was about the collection and credit system. The credit system had always been talked about whenever anybody talked.

Some market men paid money and other people received money from the collections made in Harlem. The people who were to get money, that was spoken about in the Lexington Hall in the section; that question we did not discuss at all in the Chamber of Commerce; that came up between our own few men as a part of our Harlem matter. Some of these marketmen sold their wholesale trade to others. Where they did not sell their trade, they did not interfere—they were selling only once in a while and we gave them a few dollars to help out the people, they should not interfere—in this way, that if the butcher comes in, he should not sell unless he shows him a receipted bill. A butcher has no name; a butcher has only got a street number, of his store; as soon as he left his store, he was in a new district and we knew that he was dealing with somebody and then we wanted him to produce a receipted bill where he had been dealing. These marketmen were then [fol. 864] told not to sell to butchers who did not produce receipted bills and to whom they did not sell previously. Whether they were told that anything would happen to them if they did not do it, I do not know; there is nothing happened in my section. I do not know of anything. They told them to keep away from them. Nothing happened.

Some people who received money for wholesale were Brown & Berkenfeld, the Brookside Poultry Company and Kaplan, 129th Street Poultry Company.

Q. In your district were there butchers who were buying on their own name for other butchers whose credit had been destroyed?

Mr. Oseas: I object.
The Court: Sustained.
Mr. Jacobson: Exception.

Out of the money that I collected in my district, I did not pay any money to butchers. There was a marketman in 74th Street who got money from my district, I don't know his name; that is in addition to the money I testified about. Brown & Bergenfeld did a retail business only and were paid not to sell wholesale. The same was true as to the Brookside Poultry Company and Kaplan and 129th Street and 74th Street also. 74th Street must have got about $50 a week; I would not say for sure. There was one in 144th Street that got money; that was a retail market, paid by Mr. Spatz not to sell wholesale; he bought the entire business. That was a Bronx matter. Brown & Bergenfeld's retail market was paid a certain sum of money a week not to do a wholesale business. If a butcher owed money to some other market, instead of paying the bill to that other market he would go to Brown & Bergenfeld and not pay the market where he owed the money. When Brown & Bergenfeld were given money not to do a wholesale business, that wholesale business was done in the other place.
[fol. 865] This plan broke up about January 1st, 1928, in Harlem and Bronx, because Mr. Salthe came into the business and start to sell everybody, everybody that came along. They took away everybody and they start to buy from Salthe. They owed money for some time to the marketmen before they paid it and stopped dealing with our people and went to Salthe.

Cross-examination.

By Mr. Hallheimer:

I remember being present on the 25th day of August, 1927, at a meeting of the Chamber of Commerce, together with Albert Winkel, Morris Gordon, Sam Gold, Samuel

Mamber, Jacob Reisner, William Simon, Max Rosen, Louis Spatz, Dave Hirshon, Louis Tartarsky, and Samuel Sahn. I do not remember the supervisor discussing the erection of a central slaughterhouse; I would not say it was not discussed, I don't remember. I remember him at that time saying that money was required to prevent future strikes—to build up a strike fund, in other words; his advocating the collection of a fund for the erection of a poultry terminal; his report about moneys that he had received, and his saying he got it in the bank, but didn't say what bank or where.

I was a member of a committee that co-operated with Mr. Simon and with the Attorney General, and with the Port Authority, for the erection of this terminal, and on a number of occasions I went with Mr. Simon and the Attorney General and Mr. Howard C. Forbes, the supervisor of the Poultry Exchange, down to the offices of the Port Authority, where that matter was discussed. I couldn't remember when that was. There were meetings held before Mr. Simon became supervisor on that matter. At these meetings in the offices of the Port Authority they didn't discuss exactly figures on it, the price, but tried to get the ground, where to have it built. We tried several sites. It [fol. 866] was conceded by everyone that it was a tremendous undertaking and would require a great deal of money. No terminal was ever built and nothing has been done about any of these other projects. I do not know what happened to this money.

Mr. Kroppy: I move to strike out the testimony of this witness on the grounds previously stated.

The Court: Motion denied.

Mr. Kroppy: Exception.

Mr. Law: I offer in evidence Exhibit 9 for identification.

The Court: Mark it Exhibit 9 in evidence.

[fols. 867 & 868] Samuel Weiner, called as a witness in behalf of the Government, being first duly sworn, testified as follows:

The following testimony, given by the witness on the former trial in October, 1929, was read in evidence, pur-

suant to stipulation, subject to objection and exception as to competency and materiality:

Direct examination:

I have a retail chicken store. Between the summer of 1927 and the summer of 1928 I was located at 807 East Tremont Avenue, Bronx, and I bought poultry from Isidore Frank, Max Rosen, F. G. T. Poultry Company, Monroe Poultry Company, Schonzeit, Manne Bros.—in general, every market in the Bronx and Harlem. I continued buying from everybody until I find myself in one place, that of I. Frank about September, 1927. After September and October, 1927, I tried to buy from the F. G. T. Market, where I spoke to Izzie Gordon. He said, " I can't give you any poultry. I would like to tell you why, but I can't; you go back to Ida Frank."

I also went to Max Rosen and spoke to the bookkeeper, Charlie Lipkin. He said, "I can't give you no poultry; go back to Ida Frank." I also went to Schonzeit's place and spoke to Willie. He said, "I would like to sell you, you are a good boy, but I cannot." One time I went in to Max Rosen and I got poultry.

As to the conversation I had with Lipkin, I came in that morning for poultry and he said to me I would—as I walked in the door, rather, all the men inside started to sing to me that beautiful melody, "You know you belong to somebody else." It sounded kind of funny. I asked "What do you mean by singing that song?" He said, "You know, I would like to sell you poultry, but I can't; go back to Ida Frank." I said, "What the devil do you mean? I am not married to her." He said "Go back and get your poultry or close your store." I said I wouldn't close my store, I will get poultry, and I went out.

When I went to the F. G. T. Poultry Company, Izzy Gordon said, "You are a good fellow and I like you, but [fol. 869] I cannot give you no merchandise." He said that he fought for me at the meeting, that he didn't want to give me up, and that he is afraid of the tiger woman, Ida Frank. When I went to K. Gross, his son-in-law said, "If you walk around the corner, I will give you stuff. I will bootleg it for you." At Manne Bros., Sam Manne told me they wouldn't give me any poultry, but he said he is going to close up next week.

I tried every market what was in the Bronx; there are about a dozen. I tried the Dexter Poultry Company, but I did not get any poultry there. I had to go back to Ida Frank until about April. Then the association broke up and I got all the poultry I wanted until about the end of April. Then, bang, the doors went again. After April, 1928, I went back to Ida Frank. After April, 1928, when I went back to Ida Frank, I tried to get poultry from other markets, the same bunch. I did not get any poultry.

During this period when I was buying from the Franks only, I was charged five cents, six cents, seven cents above the market; that is about all. During this period in April when I could buy wherever I pleased, they sold at the cost price, a cent above, two cents above; sometimes they got liberal and they charged me three. While I was buying from Ida Frank, I tried markets outside of the Bronx, at Mount Vernon, New Rochelle, Harlem, Yonkers, and did not get any poultry. The man who was in charge of the Monroe when I tried to buy there was defendant Aaron Steinberg.

Cross-examination.

By Mr. Jacobson:

I dealt with I. Frank alone, continuously, from about the Jewish New Years in September, 1927, until April, 1928. I got most of my stuff from him. During that time I tried several places and was unable to get poultry. I tried the Dexter Poultry Company, run by a man named Ole [fol. 870] Salthe, and spoke to Nathan Pomerantz. He said, "I cannot sell you, Sam." He gave me no reason; he did not tell me he was afraid of being stopped or anything of that sort, nobody told me that. He did not tell me to go over to the place where I was stopped and he did not sing or whistle any melody then. He just told me that he cannot sell me. I would not say he did not sell once, I am in doubt. How many times I asked him I can't recollect. I knew what the condition was in the Bronx. I knew that the Dexter Poultry Company were then receiving their own goods in the Bronx and that they were not members of any credit association or any association. They sold to everybody for cash.

I went to Salthe without cash. My purchases were running about six or seven thousand dollars in a week. I had four or five stores and was about the largest butcher in the Bronx. Salthe did not want to sell to any chicken dealers, only to butchers.

We had a retail chicken dealers' association in the Bronx. I was president of it. I knew what the conditions were in the Bronx, and they were not good. I had been in the slaughterhouse business in 1926 and 1927. I gave it up. It was not profitable to me. I went in again in 1928 and 1929 and gave it up again, as it was not profitable again. That was the time just before or just after this credit organization. During the time of the credit organization, I was president of this retail chicken dealers' association in the Bronx. We didn't have a rule in our association that no chicken dealers was to put out a sign with prices on it and we didn't go to Mr. Frank and Mr. Spatz and ask them not to sell chicken dealers, members of our association, who put out a sign. I boycotted Frank, not the chicken dealers' association; with the help of the marketmen we succeeded. That was about July, 1928. It was at this time that they closed the doors again, that is what I mean. I felt pretty sore against Mr. Frank. With the help of the marketmen, [fols. 871 & 872] it was I who procured the boycott to be done. Frank charged me five cents, six cents and seven cents above market quotation, depending upon different prices prevailing at the time on the better grades of poultry. We drew a very sharp distinction between chicken dealers and butchers. We wanted the chicken dealers to get poultry for less than the butchers.

By Mr. Oseas:

In the summer of 1928 I attended a meeting of the poultry dealers at which some marketmen were present—Sam Goldstein, Max Rosen, Louis Spatz. I recollect about the meeting but I don't recollect just what was said. I think we talked about opening up the door. When we asked them about the open door, they said they would let us know later. They did not let us know later; they did not have to; they opened it up themselves.

By Mr. Jacobson:

Our association demanded a price at less than the butchers.

[fol. 873] The following testimony of this witness was given at this trial:

Cross-examination.

By Mr. Kaufman:

The witness: I am still in the chicken business. I am working right now for my brother. I supply his stores and some other people's stores. Since the indictment I have not had any difficulties in connection with the purchasing of poultry. I buy whenever and wherever I please. I am still president of the Bronx Chicken Dealers Association. Chicken dealers deal only in slaughtered poultry and buy from the marketmen.

Redirect examination.

By Mr. Rice:

The Witness: I mean I have not had any trouble since the trial held in the Old Post Office Building.

Recross-examination.

By Mr. Kaufman:

The Witness: I testified at the criminal trial that they opened up the door in the summer of 1928 and by opening up the door I mean that there was no difficulty and people could buy wherever they pleased. I am not quite sure, but I think in the summer of 1928 we could get poultry all over, and since that time there have been no difficulties of any kind from anybody even in the association.

Redirect examination.

By Mr. Rice:

The Witness: After the association of the Bronx market men broke up in 1928 I do not recall that they reorganized again for a while. I know Ole Salthe in the Bronx. He went in the business about 1926. I am not sure. I do not recall that the association broke up when Ole Salthe went in business.

I would say that my trouble stopped in the Bronx two or three months before the criminal trial.

[fol. 874] Recross-examination.

By Mr. Kaufman:

The Witness: I testified the trouble stopped in the summer of 1928. If the criminal trial was not held until October, 1929, I don't think there was any trouble for over a year before the criminal trial.

Redirect examination.

By Mr. Rice:

The Witness: I don't remember dates. I am not a walking calendar. I know we didn't have much trouble after they broke up the first time. I don't remember how long it was before the criminal trial that my trouble stopped.

Mr. Kroppy: I make the same motion to strike out the testimony of this witness on the same grounds as previously stated.

The Court: The same ruling.

Mr. Kroppy: Exception.

[fol. 875] ALEXANDER PERLMAN, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: In 1929 I was operating a retail poultry market in the Brownsville section, Brooklyn. After the criminal trial, I did not hire a union man of Local 167, I did not need any.

Mr. Kaufman: I move to strike that out.

The Court: Denied.

Mr. Kaufman: Exception.

The Witness: I have been in the live poultry business for a number of years. I never had a union man in my place; I did not need a man because I did not do the stretch of business that others were doing. I was buying from

Kassel Poultry Company, and when I pulled over to get my poultry, I was refused to be loaded. I said to Dave Kassel, "Dave, why can't I get poultry?" He said, "I can't load the poultry without a man. The men won't load it. What am I to do?" He said, "You will have to take a man once a week," and I said then, "I can't afford to pay $12."

Mr. Kaufman: I move to strike out this conversation between him and Kassel.

The Court: Overruled.

Mr. Kaufman: Exception.

The Witness: Then he said, "You can't load poultry." So I said, "I ain't doing much business in my place and if I will go broke, I cannot help it. I will have to take a man and pay $12, although I can't afford it because I need that for my family." So they sent a man to me and I gave him $12. He was there a couple of hours and then he went away and they kept on sending men there for about three months once a week. Afterwards the last man come there, and seen that I really could not afford a man, because I sell [fol. 876] only about four coops of chickens a week——

Mr. Kaufman: I move to strike it out.

The Court: Denied.

Mr. Kaufman: Exception.

The Witness: So he went back and told the union that I really cannot afford to pay it and they stopped sending me a man. The work in my market was done by me and my son. He is about 24. My wife helped in the place, too. At that time I sold about 8 to 10 coops of poultry a week. This David Kassel that I spoke of is a commission man in West Washington Market.

I had a conversation with Max Keslin in West Washington Market about December or November of 1929. He had always stopped the men from loading; he followed me around wherever I want to get poultry from one commission stall to another.

Q. Did he talk to you?

A. Well, I had nothing to say to him, because I would not answer him.

Mr. Kaufman: I move to strike that out.

The Court: Denied.
Mr. Kaufman: Exception.

The Witness: I know Charles Herbert. I knew them when they were little boys. I saw Charles Herbert and Max Keslin walking around the market but I don't know what they were doing. At the time I went to the Kassel Poultry Company, they loaded the poultry on the truck after I had taken the man for once a week. A load of poultry was taken off my truck the first time, before I took the man. That was after the criminal trial. I don't know exactly whether they were of Local 167 or what they were, but the man who took the poultry off my truck worked for Kassel on the stand. I never paid any attention to their local. I cannot remember whether they said anything to me at the time or when it was, but they took the poultry off [fol. 877] and I had to go upstairs and see Kassel and straighten the matter out and take a man for once a week. Kassel said they would not load it unless I took the man. I did not hear anybody else say that. I was in his private office. When Max Keslin followed me around, simply he told the men not to load me any poultry. He said, "You can't get any poultry without you get a man," and the men refused to load the poultry for me. It was Max Keslin that told the men at Kassel's Commission House to unload the poultry. He was with Kassel alone that time. After the poultry had been unloaded from my truck I stood around the market a little while and then I spoke to Dave Kassel, so he told me to go upstairs, and I had a conversation with him. He told his men to load the poultry after I had agreed with him to take a man.

I seldom went to the New Jersey terminal to buy poultry. I sent my son there. When he got back, he had the poultry.

I know Harry Shomer and Dave Kaufman by sight. They are delegates of Local 167. They were in my place before I got the man in there, they wanted to know whether I should have the man or not. I said that I had no use to take a man in my business because I didn't do enough business to carry a man. Then they went away and said, "We will see about that." That is about all they said. It was after that that my truck load of poultry was unloaded by the men at the Kassel Poultry Company.

Cross-examination.

By Mr. Kaufman:

The Witness: In December of 1929 or thereabouts, Kaufman and Shomer came to my place and talked with me about putting on a union man. That ain't the first time. Four or five years ago they wanted me to take on a union man. I did not take one on at that time. Along in December, 1929, they talked to me again about taking on a union man and I said I did not need one. They said I [fol. 878] would have to have a union man in order to get poultry loaded. I told them I couldn't afford it. Then they left saying that they will see about it. A short time later I went to the Kassel Poultry Company where I continued regularly buying my poultry. I selected my poultry after it was brought over with the trucks from the railroad. The time that some men unloaded the poultry from my truck was late in November or early in December of 1929. The Kassel Poultry Company agreed to sell it and I agreed to buy it and it was loaded on my truck and then Max Keslin came over. He told me that I did not have a union man and that therefore they were going to unload the poultry. Then I went up to see Mr. Kassel. Before I went to see Mr. Kassel, I knew I was having this difference with the union, they saying that I should have a man one day in the week and I saying that I could not afford it. I told Mr. Kassel that the loaders downstairs would not load my truck and he said to me what is the matter. I said to him, "I have a difference with the union; they want me to take a man one day a week and I don't want to do it." He said he could not give it to me because the man would not load it. I cannot load it myself, and he said, "You will have to take a man one day a week." He said if I could load it myself, I could take it away. Naturally I could not load it myself. I couldn't go around hiring anybody to load it. I needed the help of those union men on the stands in order to lift those large coops on my truck. Kassel said to me, "Try and settle up with the union". I did not see Kesline to settle up, but I asked Kassel to straighten it out with the union for me. I did not agree at that time to take a union man one day a week on Thursdays. I didn't want to; I was compelled to, that is all.

Mr. Kaufman: I move to strike that out.

[fol. 879] The Court: Denied. I understand what he means. I am not going to take that as anything more than his statement.

Mr. Kaufman: Exception.

The Witness: I told Dave Kassel to straighten out with the union for me and then I would take a union man one day a week Thursday, which is the biggest day in the poultry business. The salary for the man is $12 a day. That man continued to come to me on Thursday for 12 weeks at $12 a day. I never went to the union or told Arthur Herbert or Harry Shomer that I could not afford to continue that man. I only spoke to the men who worked on the place and proved to them and they seen it themselves that I really didn't need a man in my place. I paid him the money and told him to go home. I said, "I don't need you here." All during the 12 weeks I told him that I could not afford to pay him and he left. Since that time I haven't had a union man and I haven't had men who were not union men.

Mr. Kroppy: I will ask the Court to rule that the testimony of this witness is only binding on the defendants Keslin and Shomer whom he mentioned and not against the others.

The Court: I have not reached the point of making a ruling at all. I will make the rulings when we get through.

Mr. Kroppy: I move to strike out all the testimony of this witness on the grounds previously stated.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 880] Abraham Perlman, called as a witness on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I was in business with my father, Alex Perlman, in 1929. I went to West Washington Market in December, 1929, for the purpose of buying poultry. There were various places we went to, Kassel Live Poultry and

Norris, Fleck, Collins and some others. I went throughout the year 1929.

I know Max Keslin. I have seen him all the time in the West Washington Market. I believe I did see him in December, 1929. I don't remember exactly what took place at that time. I know about that time there was a little trouble but I don't know exactly what it was. He said something to me at the time. He said, "You can't get no poultry, you are on the blacklist." I was in front of Kassel's stand. I didn't have any poultry yet. That is about all I remember. He told me I was on the blacklist. He told me to see the delegate of the Teamsters or Chauffeurs Union. I don't recall if I got poultry that day. I don't exactly remember what I did after that. I just remember he told me about being on the blacklist, that is about all. He is probably an official in the union, that is about all I know, the chicken workers union. I guess it is Local 167 of the Chauffeurs Union. I think it is the same union in which Arthur Herbert is the delegate. My father, Alexander Perlman, told me that some officials of the union wanted him, in December, 1929, to take on a union man for one day a week. I wasn't there. Of course, we discussed it between ourselves, and I came to that conclusion, that he could not afford to do so. At that time he did have a shochet working in the place, but he was not a union man. I don't know if, at that time, anyone made a request that he put a union shochet in there. After my father told me the [fol. 881] delegates of the union had called on him, we went to West Washington Market for some poultry, to the Kassel Poultry Company. It was loaded on his truck and then the union men unloaded that truck because we did not have a union man working in our place. My father then went to see Dave Kassel and told him that the union would not load his trucks. That is the time that Max Keslin said that we were on the blacklist. He used the word "blacklist". I understood by the term "blacklist" not having a union man or employing a union helper. I recall that Mr. Kassel said to my father, "We will sell you the poultry but the men won't load it". It was understood at that time that if we could load the truck ourselves, we could take the poultry away, but we could not call upon the use of union loaders for the purpose of loading our truck. My father did make some kind of an arrangement with the union man for one

day a week, but I don't know what his arrangements were. I know that a union man came to the place to work one day a week on Thursday, which is the biggest day in the poultry business in the week. I cannot recollect so very clearly how many times this union man came in. Four weeks I should judge. I don't recall that my father told me that he was going to discuss the matter with the union and tell them that he could not afford a union man, and that I could do the job myself. I don't know that he told me anything about discussing with the union the fact that he could not afford to continue paying this union man.

Mr. Kroppy: I move to strike out this witness' testimony as not binding on the marketmen in this case and also on the other grounds previously stated.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 882] DAVID WEINER, Witness

Stipulation was made that the following testimony given by David Weiner at the criminal trial could be read in evidence as against all defendants except Joseph Rosenman, subject to objection as to its competency and materiality, and that if the witness were called, he would testify that outside of the one specific instance about which he testified at the criminal trial he has never been interfered with in connection with the delivery or hauling of poultry.

Direct examination.

By Mr. Oseas:

I worked in April, 1928, for Levit Hauling Company. I drove their trucks. I remember during that month driving a truckload of poultry to New York from Philadelphia. [fol. 883] That poultry was consigned, part of the load, to Hudson Poultry, and part of the load to Harnett. First stop was West Washington Market, Hudson Poultry. When I reached West Washington Market, Hudson Poultry, I have taken off part of the Hudson Poultry, and just as I was going to leave the market I did not know where Harnett's place was, so I inquired at the Hudson Poultry

Company. Finally a man called the steward of the market, he held me there for a while, saying that if I would go to Harnett with poultry he would show me the way from the Williamsburg Bridge where he said he had men waiting there for me to stop me and to destroy the load. There is the man (indicating defendant Max Kesslin). He did not say anything else to me or I did not say anything else to him. Next was where I couldn't say, when all of a sudden I seen three or four machines come around with well-dressed fellows. That was up in the market. There I had been detained a while, while my helper went upstairs to call up the Eagle Poultry Company. I have been told by some of these fellows who came in the machine that if I do not return to Philly with the load of poultry they would throw it in the river and destroy it. I see one of those fellows here (identifying defendant Charles Herbert). I also recognize another. I mean Mr. Arthur Herbert. I do not see any others. I have not had any other conversation with these people or the group of people in which these men were since then. On that occasion I did not have any other conversation with men in that group. After they told me this I just returned back with the load to Philadelphia. I saw two machines following us. They are the same machines in which the men drove up in West Washington Market. One, I am sure, was the Chevrolet sedan and the other, I am not quite sure whether it was a blue Buick or Willys-Knight. But they were the same machines that these men drove up in to West Washington Market.

[fol. 884] By the Court:

We were in Jersey City when we first noticed these men following us. Next I saw them in Newark. I did not see them after that.

By Mr. Oseas:

I did drive more poultry into New York after that. I have delivered one load of poultry to the Greenpoint Poultry Company. I have not had any other conversations with these defendants whom I have identified, or any other defendants besides the one about which I have already told you. I am sure.

By the Court:

I lived in Philadelphia. And this second load of poultry I was bringing from Philadelphia also.

By Mr. Oseas:

I have given the complete conversation that I had in West Washington Market that first time.

By the Court:

I did not have any talk with these defendants on my second trip.

Cross-examination.

By Mr. Kaufman:

I have been working for the Levit Hauling Company for four years. I am working for them now. This incident that I just referred to took place in March, 1928; at the time that I met Mr. Kesslin in the market. I think it was the latter part. That was not the first time I delivered poultry into the West Washington Market. I delivered poultry there before. I had never seen Mr. Kesslin before [fol. 885] that time. On this occasion I had a load of poultry that was to be delivered to the Hudson Poultry Company. They have a stand right in the market. I had to deliver one-half of the load to them. Mr. Kesslin was a steward in the market. That is what working fellows told me in the market. On this occasion when I made a delivery of one-half a load to the Hudson Poultry Company Mr. Kesslin was not working around. Some of the workmen in the Hudson Poultry helped me unload this poultry. After I got through loading the poultry I made inquiry as to how to get to Harnett's place in Brooklyn from one of the Hudson Poultry help. He told me he would show me, but then I do not know how it was, and how it happened, that all of a sudden this here workman come up about me not going there. I asked some workman in the Hudson Poultry Company how to get to Harnett's place in Brooklyn. He said he would show me how to get there. Then after that there was an argument. They called the steward of the market. That was the man I referred to as Mr. Kesslin. I could not tell you who called the steward of the

market. He did not ask me whether I had a union book. I am not a union man. I was not at that time. No one on that occasion asked me for my union book. I talked to Mr. Kesslin and Mr. Arthur Herbert and Mr. Charles Herbert came around. They did not ask me for a union book or whether I was a member of the union. All they said to me was that if I delivered that poultry to Harnett they would throw it in the river. I didn't ask them why. They didn't say anything else to me. That is what they kept saying, that they would not let me go through with it. There was no reference made in words or substance of my not being a member of the labor union. With respect to Mr. Kesslin, I was told he was steward of the market.

Before April, 1928, I delivered poultry into Washington Market, and after this incident I have just described with [fol. 886] Mr. Kesslin and the two Herberts, I continued to deliver poultry in the Washington Market. This notation that I have just referred to is the only time that I ever talked to Mr. Kesslin or with those two Herberts. I did not know them before that time. After this, in March or April, 1928, when I came into the market, I used to say hello to Kesslin about two or three times. I have seen Arthur Herbert once after this incident you have just referred to. I never saw them before that. In March, 1928, I saw Mr. Kesslin two or three times afterward and I said hello to him. Now on those occasions when I said hello to this man those were the times when I was delivering poultry into the West Washington Market. I never had any conversation with them except to say hello. When I got into court here Mr. Kesslin was not pointed out to me by anybody. I spoke to Albert Levin, but not about this. He is one of the witnesses called by the Government. He is the only one that I talked to. Either about these defendants or the testimony I would give. I talked to Mr. Rice. He didn't point out anybody to me in particular. He just asked me to look who I could see to identify. Mr. Shalleck objected to Mr. Rice pointing out defendants to me. Mr. Rice then moved me from the front seat inside the rail there. And then he continued to point to defendants. He was pointing out to see who I could identify. He was not pointing to anybody. He says, "Just look about and see who you can identify." He did not tell me in what row or what seat any of the defendants were sitting in. I did

not tell Mr. Rice before I got on the witness stand the names of the defendants that I was going to identify. I was not talking to Mr. Rice in the front row behind the rail even a minute. After I came inside the rail I talked to Mr. Rice about a minute. He asked me the same things that I had told him before. Well, he just asked me who I could identify and I told him.

[fol. 887] Q. Didn't you two minutes ago tell us that you didn't tell him that, that no names were mentioned?

A. I said the best I could just identify, that is all.

Redirect examination.

By Mr. Oseas:

When I was told to take the Harnett load back to Philadelphia they says that I should never come to the West Washington Market again, or if I was going outside of the West Washington Market to let him know and see if it was O. K. to the blackballers, the ones who are blackballed from the market; the poultry dealers are blackballed from the market, see, and they cannot get any poultry in the West Washington Market, so they come to Philadelphia, see, and we ship it over to them.

Recross-examination.

By Mr. Kaufman:

But in spite of what they told me at that time, I did continue to come to West Washington Market. At that time those men didn't give me a card telling me where to notify them. They have told me where to notify them.

Q. Didn't you just a minute ago say they didn't tell you where to notify them?

A. But you have been telling me about a card.

Q. Didn't they tell you to notify them at union headquarters?

A. Union headquarters, I suppose so, at the Hudson Poultry.

Q. Didn't they tell you to notify them at union headquarters?

A. No, sir.

Q. They didn't say anything about unions?

A. Yes, sir.

Q. Now when I asked you before whether they said anything about unions you said, "No, sir," didn't you? Didn't they tell you they were delegates of that union?

A. Yes, sir.

[fol. 888] Q. And didn't they inquire from you whether you were a union man?

A. Yes, sir.

Q. Didn't they ask you to bring your union book if you dared come back into the market again?

A. No, they did not tell me about any union book.

Q. Why didn't you tell us this before when I examined you? I asked you before the very questions that I am asking you now and you testified before that at no time was the word "union" mentioned; why didn't you say that before?

A. Listen, at no time did they tell me if I had a union book or whether I belong to the union. Nothing was ever mentioned to me about a union, and, what is more, I never belonged to a union.

Q. What did they say about the union?

A. Well, they said why didn't I belong to a union, and I told them there was no union in our state.

Q. What else?

A. That is all.

Q. Why did you go back to West Washington Market if they told you to stay away?

A. Well, that was my work.

They never interfered with me in any way after that or speak to me again about not coming over there. I hauled chickens after that time for people who were not doing business at the West Washington Market. I hauled chickens to Decklers and also Hellman. His place is on 149th Street, New York.

By Mr. Kaufman:

I was told on that occasion that if I delivered in New York I could deliver to the West Washington Market, but that if I attempted to deliver outside of West Washington Market that I should notify those men at the union. So that so far as the West Washington Market is concerned

I could deliver in there. But they did not want me to deliver outside of the market unless I notified the union. I [fol. 889] said before that there is no local of the International Brotherhood of Chauffeurs, Teamsters, Helpers, and so forth, in Philadelphia. I never tried to find out whether there was a union of the International Brotherhood of Chauffeurs and Teamsters.

Mr. Kroppy: I move to strike the testimony on the ground that it has no relevancy or binding effect on the defendant marketmen and also upon all of the grounds heretofore stated.

The Court: Denied.

Mr. Kroppy: Exception.

[fol. 890] Mr. Rice: Now, I had understood that the only purpose for which Exhibit A was offered by Mr. Kaufman was to show that Judge Knox had not revoked any of the probations of any of the defendants.

The Court: I don't think there is any dispute about that.

Mr. Rice: That is conceded.

The Court: That is the way it arose, but it is in the case as evidence now. I mean there are no limits like that set.

Prima facie proofs closed.

[fol. 891] MOTIONS

Mr. Kroppy: Will your Honor entertain motions?

The Court: Yes, make all the motions you want. I won't hear argument.

Mr. Kroppy: You won't hear argument?

The Court: No, not at this time. Make any motions you want to make. As I told you, I am going to hear testimony on both sides before any major questions are determined.

MOTIONS TO STRIKE AND TO DISMISS

Mr. Kroppy: I do not know if it is necessary to repeat the motions I have already made to strike out the testimony adduced by the Government in this case to prove the conspiracy alleged in the amended petition, but I move again to strike out all of the testimony introduced by the Govern-

ment on the ground that it does not tend to prove the existence or continuation of the conspiracy alleged in the amended petition since the fall of 1928 or the beginning of 1929, and on the ground that none of the market men have been shown to have participated in, or to have been members of any conspiracy in restraint of interstate commerce during this period.

Furthermore, on the ground that they have not been shown to have participated in or become members of the conspiracy alleged in the amended petition or any conspiracy with the other defendants in the case or with anyone else during the period covered by the amended petition, since the fall of 1928.

Also on the ground that all the testimony in evidence indicates that if any conspiracy at all existed during the period in question, that is, since the fall of 1928, they were several independent and separate conspiracies on the part of the defendant market men or the union men which have no relation or any connection with the alleged conspiracy alleged in the amended petition; that they occurred subsequent to the time that the original conspiracy alleged in the [fol. 892] amended petition was discontinued and abandoned in the fall of 1928; and on the ground that these separate organizations and separate conspiracies, if they may be so termed, do not in law constitute competent evidence to prove the general conspiracy, the single conspiracy alleged in the amended petition.

Also on the ground that these so-called subsequent conspiracies engaged in by some of the defendants named in this case had reference to and affect merely intrastate commerce.

On the ground that the object or purpose of these organizations were to regulate intrastate transactions between the market men and retailers doing business within the City of New York only and not elsewhere.

I also move to dismiss the case as against the defendant market men on all the grounds which I have stated.

I also make the motion to dismiss on the ground that the activities, and the practices shown by the testimony adduced by the Government related to and affected intrastate commerce only and that if any conspiracy at all can be spelled

out by the evidence adduced by the Government it is one relating entirely to intrastate commerce and does not embrace any interferences with interstate commerce transactions since the fall of 1928 with which any of the defendant market men had anything to do.

I also move for a dismissal of the Government's case on the ground that all of the testimony relating to the market men defendants, as far as any connection of theirs with transactions for the sale or purchase of live poultry is concerned, is based entirely on hearsay evidence without any proof that the third party statements were made by co-conspirators. The third party statements were made by parties not shown by any of the evidence that they were [fol. 893] co-conspirators and their statements alone that they refused to sell does not constitute them co-conspirators and what was said by them does not bind any of the defendant market men.

I make a motion to dismiss on the general ground that the Government has utterly failed to prove the existence or continuation of a conspiracy in restraint of interstate commerce as far as the defendant market men are concerned, since the fall of 1928 or the first part of 1929, or that they ever committed any acts or participated in any acts or transactions relating to the purchase or sale of poultry in interstate commerce which were made in pursuance or in furtherance of the conspiracy alleged in the amended petition, and on the ground that there is no testimony or evidence to show that the market men have participated in any transactions which affected or interfered with interstate transactions since the fall of 1928 and since the early part of 1929.

And also upon the ground that the evidence adduced by the Government shows conclusively that the alleged conspiracy as set forth in the amended petition was broken up, discontinued and abandoned by the defendant market men concerned in the fall of 1928 and therefore that this Court is without any jurisdiction to enter any decree against the defendant market men at this time by reason of the order of the Court entered on or about April 6th, 1930, dismissing the original petition.

I also make a motion to dismiss on the ground that the activities and practices shown by the testimony introduced

by the Government, related to and affected intrastate commerce only, and if any conspiracy at all can be spelled out by the evidence introduced by the Government, it is only related to intrastate commerce and does not embrace any in-
[fol. 894] terferences with interstate transactions since the fall of 1928, with which any of the defendant market men had anything to do.

I make a separate motion to dismiss the amended petition as regards the defendants who were not convicted in the criminal trial, on the ground that there is no evidence in the case to indicate their membership in or participation in any conspiracy in violation of the Sherman Anti-Trust Act, or committed any acts in furtherance or in pursuance of any conspiracy in restraint of interstate commerce alleged in the amended petition; on the ground that they were in no way connected by any competent evidence introduced in this case with any conspiracy to which the other defendants may have been parties, or that they have taken any part in any activities since the fall of 1928, which might be considered as evidence against such defendants.

I want to add to my motions, a motion to strike out particularly the exhibits which list the members of the Live Poultry Dealers Protective Association, on the ground that no evidence has been introduced to show the nature, purpose or scope of the activities on the part of the Live Poultry Dealers Protective Association; on the ground that this Association has not been shown to have succeeded any organization, whether it be the Greater New York Live Poultry Chamber of Commerce or any other organization of which the market men may have been members; and on the ground that the evidence positively shows that the members of this Association, the Live Poultry Dealers Protective Association, were retail chicken dealers, among whom were a few, perhaps ten or twelve market men who, presumably, were qualified as members on account of the fact that they were retailers as well as wholesalers.

On the further ground that it has been shown that the Live Poultry Dealers Protective Association, existed as a
[fol. 895] separate and distinct association, apart from the Greater New York Live Poultry Chamber of Commerce, during the period from the fall of 1928 until December,

1931, and that the payments of 10 cents per coop were made to that Association without any relation or respect to any organization of the defendant market men and that there is no proof in the case to show that there was any cooperation of any kind during that period between the Live Poultry Dealers Protective Association and the market men in any association of which they were members.

On the further ground that no illegal activities have been shown to have been engaged in by the Live Poultry Dealers Protective Association or any of its members, and I want the same motions to apply to the Live Poultry Slaughterhouse Association as to whose activities, nature and scope or purposes, nothing has been shown in this case with the exception that there have been paid 10 cents per coop, for the return of empty coops, and there is no evidence to show any connection between this organization and the old organization of the Greater New York Live Poultry Chamber of Commerce.

Mr. Kaufman: On behalf of the defendants whom I represent, and also, inasmuch as Mr. Perlman is not here, I shall make the same motion on behalf of the defendant that he represents, I move to strike out the testimony of the witnesses relating to the prices paid by them for poultry during the year 1931 on the ground that there is no evidence connecting the defendant labor unions and the members of the labor unions to that increase in price, assuming there was an increase in price in any way at all.

The testimony is incompetent, in so far as those defendants are concerned, on the ground that there is no proof of the continuance of a conspiracy or their connection with [fol. 896] those acts in any wise shown.

I move to dismiss the amended petition on the ground that the Government has failed to make out a case or cause of action alleged in the amended petition, or any cause of action whatsoever, and more particularly on the ground that the only evidence there is of any acts done by the defendant labor unions and the members of the labor unions since the summer of 1928 or at the very latest the early part of 1929, except the activities of the labor unions in so far as Aaron Steinberg is concerned, Perlman is concerned, and possibly Barney Hecht, whose testimony is so conflicting and confused that it is difficult to determine precisely what he did testify to, but the record is barren

of any testimony as to any activity by the defendant unions or the members of those unions or any act or any activities, except in so far as they affect the witnesses Steinberg and Perlman, and assuming that that testimony is true, there is no showing that those acts were in any wise related to a restraint of interstate commerce.

My motion is to be construed as including all of the grounds previously stated to indicate that the Government has failed to make out a cause of action against the defendants whom I represent, as well as Joseph Rosenman.

With respect to the defendant Joseph Wiener, I move to dismiss the petition as against him on all of the grounds previously stated and on the further ground that he has in no wise been connected with the alleged main conspiracy, and on the further ground that if the rule of res adjudicata that Judge Woolsey indicated in this case is sound, to dismiss the petition against him on the ground that the indictment was dismissed as against him at the close of the Government's case and there has been no testimony in this case before your Honor, that was not submitted before [fol. 897] Judge Knox in the criminal case, and the indictment having been dismissed against him and there having not been any finding that he was one of the conspirators in that case, I submit the amended petition as against him must be dismissed.

Will your Honor dispose of that motion at this time or does your Honor want to hold all of these motions until the close of the case?

The Court: I will hear all the motions first, if anybody else has any motions to dismiss.

Mr. Eisler: On behalf of the defendant Arthur Herbert, I move to dismiss the petition on the ground that the Government has failed to prove a cause of action against him and upon the grounds urged by Mr. Kaufman and Mr. Kroppy, in so far as they apply to my client.

The Court: The motions are all separately denied, but in denying them, I will not foreclose you from being heard on any of these questions when the proof on both sides is closed. They are all denied and each of you may have an exception noted.

[fol. 898] DEFENDANTS' PROOFS

BENJAMIN SHAIR, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a marketman. I did business under the name of the Shair Live Poultry Company in the Bronx. I know Jacob Miller a butcher in the Bronx. He has been buying from me for several years. I did not commence on or about August 6, 1931, to charge him from 10 to 15 cents over the market quotation for poultry. I never charged him any such prices. The prices wasn't all the time the same, but I figured on an average between five and seven cents on fowl and broilers. In the plain weeks, we charged the market price, but if it comes to a holday and we have more expenses, I charge a cent more, sometimes. By the "holidays" I mean the Rosh Hashonna and Yom Kippur holidays in the fall, and the Easter holidays in the spring. I did not tell Miller in August or September of 1931 that there was an association and that all of the marketmen in the Bronx were charging the same price. For the period from September 19th up to about three or four weeks ago the highest what I charged him was between 5 and 7 cents. Then he took me off a cent or two a pound every week, and sometimes three cents too. It never happened that I asked Rosenberg a butcher 34 cents a pound for poultry and that Rosenberg refused to pay my price and that he left me, and that I called up Charlie Siegel of Siegel's Market, and told him that Rosenberg was going to his market and that he should not sell Rosenberg any poultry; I did not tell Miller that it did not make any difference to me whether Rosenberg bought from me or bought from someone else, because under the Association's rule, I got the profit irrespective of from whom Rosenberg bought. There is no such rule nor was there any such agreement that I know of. I remember some time in April of this year when Charles Herbert, a delegate of the Schochet Union came into my place and told the schochet not to kill. That happened on a holiday morning, and we are supposed to begin to kill at seven o'clock in the morning, and the rabbi come in, and he began

to kill 20 or 25 minutes ahead of time before union hours, [fol. 899] and it happened that the delegate Charlie Herbert come to the place and he saw him killing ahead of the time. So he asked the rabbi, "Why do you kill ahead of the time?" The rabbi said, "It's a mistake, my clock is not right." Then Miller tried to give the delegate an argument, "What is your business here arguing with him?" So the delegate stopped the rabbi from killing; and when seven o'clock came he put him back to kill. I didn't see that Charlie Herbert wanted to hit Miller or that Miller put his hand on his pocket and began to pull a gun. I was there all the time. I have produced my book in court and have had an accountant, David Meyer, make an examination of my books as to the transactions which I had with Miller during the year 1931.

Cross-examination.

By Mr. Rice:

The Witness: I am a member of the Harlem and Bronx Board of Trade. I don't know how many other marketmen are members of that Board of Trade. I attended a meeting of the Harlem and Bronx Board of Trade about two months ago at the office, at 149th Street. I don't remember whether or not Max Wolas was there. The Manne Brothers were there. I don't know which one, Joseph or Sam. I think I saw Manne Siegel there. I really don't remember any others. I got a letter to come to the meeting from the Association. There was no signature on it. I stayed maybe a half hour. The Board of Trade made it so we could pay in $50 initiation to be a member of it. We discussed that we make it a rule, for the purpose that butchers shall pay their bills. If a butcher kills by me stuff and owes me money, then I call the office and say that this butcher went away from me and owes me money.

Q. What would happen then?
A. I don't know because we didn't do anything yet.

The Witness: That was all the plan, because we didn't go any further with it. We only organized that association and we didn't do anything yet. That meeting was about two months ago. After we held that meeting, the price of poultry went down. It did not go up from three or four

[fol. 900] cents to ten to twelve cents a pound above the market quotations. I have bills to show what I paid. I don't remember that in my head. The statement prepared by my accountant shows I paid 21 to 23 cents a pound on October 16th, and 30 to 32, is what I sold my poultry for. I testified that I had not charged Jacob Miller more than 5 to 7 cents. The cost 21 to 23 cents and sales price 30 to 32 cents shows a possible range of from 7 to 11 cents per pound. The last column under "rebates" for October 16th indicates that I gave a rebate of 3 cents per pound. That was taken off from that price. I have got books to show everything. I charged everybody alike. I don't know how much the profit was on this. If I look on the books, I can say. I have got the bills to show what the stuff cost and I got the books to show what the stuff sold for and I got the books what the butchers were taking off from the bills. I gave Miller rebates of 2 and 3 cents a pound in September and October 1931 because he took it off. I never was charging too much. He did not want to pay no more. Not everybody I give rebates. He didn't ask me whether I permit or not. He said "I don't want to pay you any more; I am a big butcher and I don't need to pay no more," I did not tell Jacob Miller that I was charging him these high prices because all the marketmen were combined and he had to pay the same price all over.

In September and October, 1931, we charged the high prices because in September that was a holiday week and I did charge him a little more because it is a holiday week, and I got big expenses, and I got to get more for my poultry to cover my expenses. All the time I charge four cents a pound and holiday I charge a cent or two extra. I never charged 11 cents a pound more. I never charged the man over 5 to 7 cents above what I paid. I have nothing to do with other marketmen. I am running my own business. After he had taken off that three cents, I did not realize a gross profit on that poultry of 9 to 11 cents per pound. I never told Jacob Miller about the marketman's association or about any combination or trust.

I attended a meeting of the marketmen at the Central [fol. 901] Hotel in the middle of summer, July, of this year, with Jacob Miller. I went down with him to Broadway, then I went away. I did not hear anybody at the meeting tell him to get out. There was a lot of market people from

all over the city. We discussed on the meeting—we got to see what to do about buying the stuff, buying good stuff and getting culls for good stuff, buying poultry and getting paid for the stuff. After the meeting was adjourned, I did not hear any of the marketmen discuss prices.

In April, 1931, Charles Herbert come into the place; it was about twenty-five minutes ahead of the time—ahead of seven o'clock and he saw that the rabbi is killing stuff and he went over to the rabbi and he asked the rabbi, "Why did you start in to kill ahead of the time?" The rabbi says, "It is my mistake. My clock is not right," and it was true, it was not right, and Miller started to give him an argument, "Why do you mix in here?" Why do you interfere with this?" And Charlie Herbert stopped the rabbi until seven o'clock and at seven o'clock he put him back to work. Miller was arguing with Herbert, but I didn't hear what he told him. I told Miller, "Why do you mix up in this man's business. That is my business. What have you got to do with this man." The only thing I told Herbert was "You see, this rabbi made a mistake. That isn't my fault." so he said, "All right, seven o'clock he goes back to work." That is all the argument there was.

My stuff cost me yesterday 20 cents. I sold it for 24 cents.

[fol. 902] DAVID MARSHALL, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a certified public accountant. I made an examination of the books of the Shair Duck Live Poultry Market, Inc., with respect to the transactions between that company and Jacob Miller, and prepared a report.

(Marked Defendants' Exhibit G for identification.)

In this examination I divided up the periods by the week. The week ending for the poultry trade is Friday afternoon; the bills are made out weekly to that day and that period on the bill is the date I used. In the first column I have the

dates of the respective bills. Taking the first figure, week ending 7/31, that is the week ending July 31, 1931. The second figure in my report is the invoice number. It has reference to the information that I got these prices from. In the next column which is under the heading of "fowl—sales and cost"; in the first column set down the cost to the Shair Duck Company of the fowl that they sold. They vary according to the market prices and the marketmen charge a certain number of pennies over that market price. If the market price is, say, 24 cents one day, it may be 25 or 26 another day and the sales prices must differ in accordance with those figures. The first column where it says "sales 28-30" indicates that the lowest price for fowl sold to Miller was 28 cents and the highest price was 30, so that he may have two or three days where he might buy at 28, and several days at 30. Naturally the cost figures would vary in the same way. In the next column under the heading of "fowl" I have a sub-head of cost 24-25 cents per pound, indicating that the prices that Shair duck paid for that poultry during the week was not constant. My next column is entitled "broilers": Fowl is distinguished from broilers. I have a figure on the cost of those broilers of 26 cents a pound, and the sales price at from 33 to 34 cents a pound. The next heading is "ducks" and there is no entry [fol. 903] opposite the date July 31st. There were none sold during that week to this customer. The last column is "Leghorns". And the cost price is 21 cents and the selling price is 25 cents. Then I have the last column under the head of rebates.

In the first column under the heading "fowl sales" the figure 28 to 30, is the gross selling price charged to Miller, and from that is to be deducted the rebate of one cent a pound. In that case, at the time that he was charging 28 cents, it really would be 27 and the 30 cents price would be reduced to 29. The same way all the way across. I got this data from the books of original entry, the sales book, the cash book, which indicated the rebates taken weekly and the bills from various people where Shair Duck bought their poultry. In most cases the bills taken were from a commission house called J. M. Norris where he bought the greater part of his supply. All those books and papers are in court at the present time. Referring to the week ending October 16, 1931, the low price was 30 cents during

that week, the high price was 32 cents; the low cost price was 21 cents and the high cost price was 23 cents. From the gross prices as charged in the first column, Miller got a rebate of 3 cents a pound with regard to that item.

Mr. Kaufman: I offer in evidence the report.

(Marked Defendants' Exhibit G for identification.)

Mr. Kaufman: Then I will ask that the last paragraph of Exhibit G be marked.

(Marked Defendants' Exhibit H for identification.)

The Witness: At the bottom of Exhibit H, I averaged the total price and cost price of each kind of poultry sold by Shair Duck to Miller for the entire period from July 31st down to and including November 27th. I also averaged the rebates taken, and as a part of my report show the average gross profit to each class of poultry sold by Shair Duck to Miller during the period from July 31st down to [fol. 904] and including November 27th. In Exhibit H the figures at the bottom with averages marked show the gross in each case before any expenses of operating the business came out. That basis is carried on the first page with the difference that the average rebates are deducted in the average sales price.

Mr. Kaufman: I offer in evidence now the table prepared by the witness from Defendants' Exhibit H at bottom of page 2.

(Marked Defendants' Exhibit I.)

Cross-examination.

By Mr. Rice:

The Witness: Taking September 11th, invoice 1663 shows a price of 33 cents for fowl and if you go down the line you will find the price is the same. In arriving at the cost prices I examined the various bills that came under that particular week and looked to see which were the largest purchases made from any particular commission house. In every case I found that Norris was that particular person. I did not always select the figure that I found on the bill from Norris. At times I would take a lower figure. In the beginning I have my original working papers where

with the several sources of prices, being the average of the prices shown here, are from Norris. I don't know how many commission houses there are down the market but I estimate there must be close to 20. He might have made certain purchases of certain merchandise which he could not obtain at Norris' establishment. I obtained the figure, fowl cost here, fowl 25 cents (indicating on bill). The first item here: 1,098 pounds of fowl and here we go down again, fowl 3,649 pounds at 25 cents. Here we have it again (indicating) 25 cents. The notations on this bill are not of my making. There seemed to be small deductions there which might be for underweights. I took no account of the deductions because they may be taken for various reasons. In a coop of poultry there are times when certain fowl or [fol. 905] broilers are not up to par. In other words, they are in a sick condition and when poultry is sold they sell it by the coop. I don't think, I doubt very much that would have given a fairer picture, because we don't know and I did not analyze what the deductions were for. I did take account of the deductions made by the market man to the butcher. Following this same figure, September 11th to the last column under rebates, the rebates shown in the cash books of this concern do not indicate two cents or three cents a pound but a certain amount in dollars and cents deducted at the time the buyer pays for merchandise. Take the week of September 11th: The rebate deducted was $18.08. Mr. Shair who was with me at the time I made the examination volunteered the information that $18 would be in this particular case 2 cents a pound because he had knowledge of the fact as to how many pounds are sold. The amount sold to him that week was $318.08; he paid $300 and deducted $18.08. If we refer to this bill here we will find that the approximate amount of poultry sold is 916 pounds for the week which shows a rebate of 2 cents a pound.

From the report, Exhibit H, it appears that from July 31st, 1931, through September 4th, 1931, Jacob Miller was taking a rebate of one cent a pound; from September 11th, 1931 through September 18th, 1931—a rebate of two cents a pound; and that from September 26th, 1931, through November 6th, 1931, a rebate of three cents a pound. On November 13th and November 31st, Jacob Miller took a rebate of one cent a pound. I have noticed that when the

gross margin of profit is large that the rebate is large, but I feel it has no value in so far as this report is concerned. When Jacob Miller said that he received a rebate of four cents he might have received a rebate on fowl, on broilers, on ducks, or on leghorns of four cents, according to the figures here and a lesser rebate on one and the other commodities. I have all these rebates lumped together under four commodities; Fowl, broilers, ducks and leghorns, but the thing you must take into account is that the amount—the types of poultry bought are very heavy fowl and broilers. The other two columns of leghorns and ducks would come only seasonally. There is nothing to show from my investigation of the books that the amount of re- [fol. 906] bate on the various commodities that Jacob Miller purchased was the same.

Referring to October 30th, 1931, the gross margin on fowl was 8 cents. There is no deduction on that date, and the net margin is 8 cents a ponnd. The net and gross margin of profit on the sales of broilers made to Jacob Miller on that day was 9 to 11 cents a pound. On July 31st, 1931, the net margin of profit on fowl was 3 to 4 cents with the one cent rebate deducted, and on broilers 6 to 7 cents, and on leghorns it is only 3 cents. On November 27, 1931, the gross on fowl and broilers would be 5 cents in both cases. On ducks it would be 3 cents, on leghorns it would be 4 or 5 cents. I did not make any examination of the prices paid by any other market man.

[fol. 907] CHARLES SIEGEL, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a market man in the Bronx. I know Jacob Miller, a butcher. In the last two years he maybe bought two or three times from me. At no time this year did Mr. Shair call me on the telephone and tell me a butcher named Rosenberg left him and was going to go to my market and *and* that according to the association rule any profit that I made on any sale to Rosenberg should go to

Mr. Shair or to the Shair duck. I don't know any man by the name of Rosenberg, he never bought off me, never was a customer of mine. I do not know of any rule in the business whereby one marketman is entitled to the profit made on a sale by another to a customer of the first. I did not get any profit from anyone else. At no time during the summer or early fall of this year did I promise Mr. Miller on the telephone to deliver some poultry to him and later on call him back and tell him I couldn't give him any poultry. I never spoke to the man. I met him a couple of weeks ago and he greeted me nicely on the street and I even asked him a few weeks ago how he sometimes buys and sometimes doesn't and why we don't take care of him. That is the only conversation I ever had with him. I never heard of any butcher in the Bronx charging 10 to 15 cents above the market quotations for poultry, during the summer or fall of 1931; but I know one thing; that my business didn't increase and if they charged any such prices my business would go up an awful lot.

Cross-examination.

By Mr. Rice:

The Witness: I am a member of the Harlem & Bronx Poultry Board of Trade. I have attended meetings the latter part of October, at the Franklin Casino. There was an attorney, Mr. Greenfogel and Mr. Wolas was there, Mr. Brumberg, that is not all, but a big percentage of the market men engaged in the industry in Harlem and the Bronx. I should say about 12 or 13 or 15, or something like that. I got a notice, a card I think it was, and it was [fol. 908] signed "Committee." Our business had been carrying this year more than any other year, great losses from doubtful accounts and bac accounts more than any other year I have been in the industry. A discussion was brought up how we could obtain some credit information about the different people that we sold merchandise. They are not rated in Bradstreet and Dunns, there is no way you get information. We needed some information that we could go to and find out how they were on their credit and Mr. Greenfogel said that such a plan could be arranged legally to make such a position possible, and that in that way we could know a little more about who we are trusting

so much money to. The plans were to be laid by the attorney. They gathered from the different business men what credit information they could about these different customers and keeping them on record. If a man came in to me and wanted credit I could refer to that information and use my own judgment whether he is good credit. The Board of Directors would send us each a report and it is up to the man to use his own judgment of how much that man is entitled to. It wasn't the plan outlined at the meeting that a market man should report any loss of customers to the Central Credit Bureau or to the office maintained by this association. There was no plan to divide up the customers or to keep our own customers and sell to other people's customers only when we got a receipted bill. I didn't hear anything at that meeting about demanding receipted bills. I have been in this poultry industry 18 years. I don't remember whether in 1927, 1928 and 1929 I heard anything about demanding receipted bills in those years. The truth of it is I never was involved in anything. I always ran my own business and nobody had any claims that I didn't do the right thing by them.

By the Court:

The Witness: I heard Mr. Shair testify something to the effect that it was discussed at that meeting that if a butcher buys by me and don't pay his bill and goes away I was to call up the office. Nothing was said so far as I recall at that meeting about any other market man selling him.

[fol. 909] Redirect examination.

By Mr. Kaufman:

The Witness: There was no discussion that any butcher who didn't pay his bill should be reported to the Credit Association. It was only a question of who wanted to join, to sign an application blank, attach a check to it of $50 to show his good faith and to become a member and then there was an election of officers and that took up the evening.

That was the only meeting that was had so far as I know.

[fol. 910] IRVING GLASS, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a market man in Manhattan. I know Jacob Miller, a butcher in the Bronx. In September of this year I sold him poultry. I did not refuse to sell him poultry, and I did not tell him that if I sold him any poultry I would have trouble. I never pointed out a red-headed man to him and say that that man was a watcher from the union. They have no man that is red-headed in my place, never did. During the month of September, I sold poultry to Miller about three times. He never asked me for poultry that I didn't sell him. I did not tell him that there was some association as a result of which I couldn't sell to him. I never had any conversation with Mr. Miller about such a business except buying stuff. I sold to whomever I pleased; no restrictions at all. It is not true that after September 20th he called me up for some poultry and I told him that I didn't have any for him. The fact is about October he bought some poultry from me. Everytime he wanted to buy something and he was first there that morning, he took it on his machine. We never delivered to him.

Cross-examination.

By Mr. Rice:

The Witness: I had no conversation with Miller about any association of market men. I belong to the Harlem & Bronx Poultry Board of Trade. That is a credit association. I attended a meeting of the Board of Trade in the latter part of October, 1931. The discussion was that we should draw up this petition as a credit association to protect ourselves against the butchers which don't pay, which are the bad accounts. The only thing, I understood, if I want to get any information, just to call up the office and ask about a certain man that I am in doubt about. I am positive that I did not refuse to sell poultry to Jacob Miller after this meeting was held, or to anyone at any time. I

charged him from 35 cents in October, 1931. I charged according to my judgment. I don't know what other market men charged. On September 18, 1931, I did not permit [fol. 911] Jacob Miller to deduct $2.55 from my bill. He deducted it. I couldn't help myself. I can't force a man. He just handed the money, a check, and says "Take it or leave it." I just had an argument over the $2.00. The fact is I haven't sold him after that until he came down one day and told me he will pay the balance, and he never even kept his word. I don't know whether the market men of Harlem and Bronx have charged more in October than they did in July, 1931. I know only about myself. I never charged any more. Some people charged three, some people four and some five. I never charged ten to twelve cents or put that price on their bill at the time they bought the poultry. I charged Jacob Miller on September 19, 1931, for fowl, 34 cents. I paid about 28 cents, if I remember. The prices charged by the commission men in West Washington Market for a particular variety of fowl is not the same on a particular day. There is express and there is freight poultry. I sold Jacob Miller on September 18, 1931, and charged 29 cents a pound. There is different grades of stuff; that is spring chickens. Sometimes the chickens are dearer, sometimes cheaper. On the next day, September 19, 1931, I charged Jacob Miller 34 cents a pound for fowl. There was an increase of five cents per pound in West Washington Market among the commission houses. There is different kind of stuff. There is always a difference of five or six cents. I am a full buyer, I buy a very small quantity. I may pay more than other people who buy a larger quantity. I charged Jacob Miller for fowl 34 cents and broilers 34 cents on September 18, 1931.

[fol. 912] MORRIS GERBER, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am one of the defendants, a market man in Coney Island. I know a butcher by the name of Samuel

Bernklau. He has been doing business with me on and off for about six or seven years, and up to and including the month of September of this year I charged him above the market quotations 4 to 6 cents. I did not raise my prices to Bernklau on the 19th of September, 1931, so as to charge him from 10 to 12 cents above the market quotations. During the month of September, 1931, there were some of the Jewish holidays when there was an increase of a cent or two a pound. During the holiday time in September my price to Bernklau did not exceed six cents per pound above the market quotation. It never exceeded six cents per pound. I never charged anyone, whether it was Bernklau or anybody else, ten to twelve cents above the market. I had a conversation with Mr. Bernklau about my price during September, 1931. It happened on a Saturday night which was Yom Kuppur. The market was very firm and he wanted to know what poultry would cost him. I told him that my expenses are running up bigger, it is holiday week and a shortage in poultry and I am entitled to a little more profit than what it was. So I charged him out a price, whatever I thought it would be right. We didn't agree on a price and he remained to kill his poultry and I charged him out a price at the end of the week when I sent him my bill. He didn't pay so he says he will see me personally. He told my bookkeeper he will pay less. I didn't want to lose a customer so I agreed to give him a rebate of 1½ cents a pound. I killed fowl that I paid myself 27 cents and charged him 34 cents; he took off 1½ cents which came out 5½. He killed fowl which I paid myself 28 cents, charged him 34, took off 1½ cents, which only came out 4½ cents a pound. I did not tell him that he could go to any other place but he would have to pay the same price as I charged him. I did not tell him or anyone else that the price was the same all over. I did not say to him that [fol. 913] the market men had nothing to do with the fixing of prices but that the prices were fixed by the Exchange. The prices were not fixed by any Exchange. I determined my own prices.

About six weeks ago there was a meeting of butchers in a synagogue in Brooklyn and I was invited to that meeting by Bernklau who is president of a butchers' organization

in Brooklyn. Mr. Bernklau came over to my place and says to me, "We are calling a meeting tonight, I want you at that meeting." I said, "Sam, this is a Wednesday. On Thursday you know I am up at four o'clock because I got work, so I can't go very well to that meeting." "Listen", he says, "If you don't come to that meeting we will blacklist you so you won't have a customer to operate." So I came over, I promised him I would be there, I came over after the meeting. He personally, Mr. Scull and Mr. Aaronson were there. These butchers demanded from me personally that they wanted to kill the poultry straight so the chicken dealers have no cheap poultry. They wanted to kill the poultry straight. There are two kinds: The butcher and the chicken dealer. The chicken dealer sells the poorer poultry so the butcher can not undersell them in price. A butcher when he kills his poultry, he selects the poultry at the time he will kill and he pays more than the chicken dealer, 10 or 15 cents more, and we have to open more coops. The balance of that coop is being sold to any butcher at any price we could get for it. So they wanted that we should kill the poultry for them straight so there is no leavings left for these chicken dealers that buy up the cheap poultry, and I asked him what they would offer me for a straight killing, so they offered me five cents a pound. That was satisfactory to me and I told them beginning tomorrow morning that any of them can walk into my place and I would gladly sell them that way poultry; in the next morning they showed up, they said they did not agree that they should start from this morning. A few days later Sam Benklau was over to my place again, and I asked him what they decided to do. All he told me was they have had another meeting among themselves and Mr. Scull had sent [fol. 914] over a representative of that meeting and offered them the poultry for a straight killing, only for three cents a pound. I told them it would be impossible for me to charge three cents a pound, but I would take a chance at four cents a pound to see how it would work out, but they never attempted to do it. The butcher selects the particular chickens he wants to and what is left over after the butcher gets through selecting, we sell the balance to certain cull chicken dealers.

At this meeting, Bernklau spoke for this butchers' organization and wanted to make an arrangement with me to kill the coop straught, that is, take everything out of the coop. I said I would sell them straight k[illings] at 5 cents a coop. I understand they would start from the next morning, but they did not do it. Then a few days passed and I saw Bernklau again, and he told me that they had another meeting and that Mr. Scull had offered them for three cents a pound. I turned him down. I told him I would accept for four cents a pound. He said he would give me an answer after they had another meeting among themselves. He never let me know and the butchers never began to do straight killing.

Bernklau said the chicken dealers were underselling them, that they like to see that there shouldn't be any broken stuff, that they shouldn't be able to undersell them in price. I did not have any talks or agreements with any other dealers, or any other market men in Brooklyn about the prices that I should charge for poultry.

I know a butcher by the name of Rosenbloom. He has been doing business with me approximately for about 10 or 12 years, on and off. I charged him above the market quotations during the year 1931, five, six, seven cents above the market quotation. I raised the price to Rosenbloom on or about September 19, over the holidays, but it didn't exceed ten cents a pound. The holidays run from the 19th of September until about the middle of October. Every year the price that I charge for poultry goes up around the holiday time, at West Washington Market by me and by everyone else, because there is a big demand for poultry so far as West Washington Market is concerned. As far [fol. 915] as we are concerned, the expense is much bigger than it is in a plain ordinary week. I keep my market open longer during holiday times; at times as long as 20 hours a day or more, at times we don't close at all. The fact is that I don't know exactly how much I charged Rosenbloom, but I did not charge him 10 cents a pound. Approximately about a year and a half ago Mr. Rosenbloom gave me phoney checks for poultry amounting to about $1,500, checks that were no good in the bank and I was going to have him locked up. He came to me with a proposition. He told me he did not have any money to pay for these checks but he would give me a piece of property that he

owns and I should give it back to him when he pays me within a year and a half. He himself lived in the property, and the time expired November 1st. He told me he did not have the money, but not only did he do this, but he stopped paying the rent from there. So, I called him down two weeks ago to my office and asked him what he intends to do. He says, "I have no money, leave things alone as they are and if you don't you are going to feel sorry," and with this he walked away. I dispossessed him. He lived in this house during the year and a half and paid some of the rent, but he did not pay back the $1,500.

During the holiday period I keep my place open as many as 20 hours a day, and sometimes I don't close. During that period of time, I have one third additional expenses for labor, longer hours, more feed, more shrinkage. We put in so much poultry in the house that we have bigger shrinkage.

During the year 1931 I attended two meetings of market men in Coney Island, one in Borough Park, about six weeks ago, and one in Coney Island about two weeks ago. I did not attend any meetings in 1930 or 1929. At the first meeting this year, there were present from Coney Island Mr. Aaronson, Mr. Scull, Mr. Litvack, Mr. Cachano, Mr. Barker, Mr. Brockstein and Mr. Schenckman. A man by the name of Goldberg called that meeting. He was a market man from Borough Park. He said it was time for the market men that they should get wise to their credits, that they should organize a credit bureau and see that they [fol. 916] shouldn't get as many failures as they get. The matter was discussed and the meeting was adjourned with no results. I did not join any organization at that time. No one else did in my presence.

During the year 1929 I had plenty bad accounts. I had more bad accounts in 1931 than I did in 1930. When market men got together they discussed informally the question of bad credits among their customers, small butcher stores, and to chicken dealers who has a little bit bigger store. There is no credit agency which gives reports on the financial standing of these small butchers. It is not the practice in the business to ask for statements, and I never asked for them. The ordinary butcher runs up during the course of the week bills from $200, as high as $1,500, $1,200 and so on. They make payments on account,

sometimes pay in full; sometimes they don't pay at all, but go away to a different part of the city and open up a new store and are in business again. These butchers have no investments or fixtures of any kind, excepting an ice box, and a chopping block, that don't belong to them. There are people who collect the fat from the butcher and in order to get the privilege of collecting the fat they give the butcher the fixtures under some kind of a chattel mortgage arrangement.

The second meeting was held down in Coney Island, attended by about the same people that attended the first meeting, and a man by the name of Al Lipkin, an accountant. At that meeting they discussed the same thing: to organize a credit association. Nobody joined at that second meeting. I believe there is need for a credit association in Brooklyn. During the year 1931 as a result of bad credits, I have had losses of approximately between four and five thousand dollars.

Cross-examination.

By Mr. Rice:

The Witness: I charged Bernklau 34 cents a pound. Saturday, the week of Yom Kippur night, September 19th, I paid for fowl 27 cents a pound that day. I don't think there is a market man that paid only 20 cents a pound with 4 cents premium for poultry that day. After Bernklau made a deduction of one and a half cents a pound, I realized about five and a half cents per pound gross. Although I have a larger volume of business around the holidays, that [fol. 917] doesn't minimize my expenses.

I attended a meeting of market men in Borough Park about the end of October, 1931. All of the market men of Borough Park and Coney Island were present, with the exception of a few. We discussed it would be necessary for us as business men to have a credit association so our money doesn't get lost as it does. We are to have a credit association and have an office. It is a custom in the business when a butcher deals with me and at the end of the week he goes away, he don't pay his bill, he goes into another market man, that that market man does not know, and he would call me up for an examination and he would ask me how this butcher is for the money. I, knowing that

the butcher is no good because he didn't pay my bill, would have said that he was no good. He would at the same time pay me what he owes me but many of them after telling a market man he is going for the money goes away to another market, does not pay him and then goes to another market man. Before we are a few weeks older we three of us are stuck and we don't collect our money. The plan of the credit bureau was to be that if I want to know a butcher's credit, I will call up the credit bureau and when this and this man came in to buy poultry from me, find out how good is his credit and after they will tell me I will be able to use my own judgment whether I should extend credit to him or not. It wasn't discussed at that meeting that if a butcher went away from me I as a market man would call up the market man where he went. They did discuss about demanding receipted bills if a butcher comes in and he wants to buy poultry on credit. If he shows me a receipted bill that shows he is good for his credit and I will extend him credit. And if he does not show a receipted bill, I will ask him for cash for it. It was discussed that if a butcher comes and has a receipted bill that means he is good for credit and we will extend him credit, and if he didn't come in and show a receipted bill I wouldn't refuse to serve him, I would call up the credit bureau and ask whether his credit is good.

I have never participated in any price-fixing on poultry. I have never combined with any other market man to divide [fol. 918] up customers. I have entered into an arrangement with market men whereby the market men demanded receipted bills from strange customers some time in 1927. The arrangements were: If a butcher comes in and he hasn't got a receipted bill that he is to pay cash for his poultry. If he pays cash we will sell him and if he says he hasn't any receipted bill we wouldn't sell him. I did not agree with the market men that I wouldn't sell him. There was no agreement whatever to refuse to sell to a man that didn't show a receipted bill. The plan outlined at the meeting of market men in Coney Island six weeks ago was not substantially the same plan that was in operation in 1927 and 1928. I paid one cent a pound on the poultry that I sold sometime in 1927. For a couple of weeks I paid about $300 a week for a market that gave up his wholesale business right next to me and I got that business.

I didn't buy up customers. It was the nearest market to me and when I paid them the $300 they shouldn't do any wholesale business, I knew I was nearest to the trade and the trade would come in to me. Nobody brought the trade to me and I didn't employ gangsters to bring the trade—the other man didn't either. Moe Rosenstein and Abe Newman were not employed to carry the customers back to any market in Coney Island whenever they went away in 1927 and 1928. I did not tell Benny Shandlow back in 1927 or 1928 that "you have got to stay here in my market, I have got you by the neck," or anything like that. I did not tell Henry B. Wolfson in 1927 or 1928 that the market men are in an association and from today on you must kill in Coney Island and no other place, or anything like that. I never discussed a future increase in price with Abe Aaronson or Joseph Scull or any other market man in Coney Island within the past three months. I never made any statement that "tomorrow the price ought to be 34 cents or 32 cents," and no statement like that was ever made to me.

[fol. 919] LEW LIPKIN, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I have been employed by Morris Gerber, Inc. since March 1929 as a bookkeeper and collector. I know a butcher named Sam Bernklau. He was not charged any fixed or standard prices. During the year 1931 up to September 18th we charged him four and five cents a pound and six cents and seven cents a pound above the wholesale market. There was an increase in price on September 19, 1931. There was a five and one-half cent net figure above the cost price that was charged to him commencing that day. It didn't continue steadily, it ran probably for about two or three weeks and then the following week we charged him back again four cents or probably to six cents. I have the records of our firm showing the amount our firm paid for poultry on September 18th and during that week. We

paid 27 cents for fowl, and we charged Mr. Bernklau 34 cents. There was a penny and a half rebate given to him. I did not tell any butcher at any time that during September of 1931 it didn't make any difference where they bought because Gerber's market would get their profit. There is no truth to any such statement. All of his money goes through my hands as bookkeeper, and I would know if Gerber's business gets any payments by other market men. Gerber did not pay any profit to any market men through me, and I would know of it.

I know a butcher by the name of Rosenbloom. I did not tell him or any one else on September 19th that there was a combination and that prices throughout the City were to be uniform. There was no combination in New York City or any agreement that the price of poultry was to be uniform—not to my knowledge. I did not tell Rosenbloom that there were offices downtown at which accountants check up the prices all over the city and that the market men were telephoned to every day and were told what prices to charge. I did not make that statement to anybody. So far as I know it is not a fact that accountants come in to check up our books to find out the prices we charged and [fol. 920] that we received telephone calls every day, telling us the prices to charge. I did not tell that Gerber had orders not to sell any cheaper than the prices at which he was selling, and I did not know of any orders to Gerber or anyone else.

I keep records showing the amount of each class of poultry that we sell and the prices that we receive. We do not charge all butchers the same price. The price is determined this way. If a customer is very particular and tries to get hold of poultry that will be considered the cream of the lot and pick out the best quality of that coop, and in spite of the fact that he used a small quan-ity of it, the other part would have to go out and be sold at a smaller price in order to get it out of stock. So, of course, if a butcher would use quantity and wouldn't be so particular, we would have to charge him a penny or two less whereas if a butcher would be very particular and take the cream of the lot we would have to charge him another penny or two in order to get a better average for our poultry. I have a record showing the average prices we paid for poultry and the average price at which we sold, and the average gross

profit. (Witness produces book.) This book is all in my handwriting and is kept in the regular order of business. The figures in the first column indicate the amount of poundage sold. The next item is the amount of money for which the poundage was sold. That is so for each day during the week. These are purchases during that week and the price that we paid, and the amount. That is all there throughout the entire book. I made a compilation at the end of each week showing our total sales and the cost of the goods sold so as to determine our gross profit.

For the week ending September 18, 1931 there was a gross profit of two and thr-quarter cents per pound.

Mr. Kaufman: I offer in evidence this page dated September 18th, 1931.

(Received and marked Defendants' Exhibit J.)

The Witness: For the week ending September 25th, I made the same kind of a record showing five cents gross profit, per pound.

Mr. Kaufman: I offer that page.

(Received and marked Defendants' Exhibit K.)

[fol. 921] The Witness: For the week ending October 2nd, 1931, the gross average profit was three and a half cents per pound; for the week ending October 9th, three and three-quarter cents per pound; for the week ending October 16th, 2 and ¾ cents per pound; for the week ending October 25th, 2¼ cents; for the week ending October 30th, 2 cents per pound; for the week ending November 6th, 1931, 2½ cents per pound; for the week ending November 13th, 1931, 2 cents per pound; for the week ending November 20th 2½ cents per pound, and for the week ending November 27th, 1931, 1 and ¾ cents per pound.

Mr. Kaufman: I offer in evidence as one exhibit statements from October 2, 1931, to November 27th, 1931, inclusive.

(Received and marked Defendants' Exhibit L, consisting of nine sheets.)

The Witness: I kept similar records for the week ending September 4th and September 11th as I did for the week ending September 18th. The gross profit during the week

ending September 4th was 2 and ¾ cents a pound, and for the week ending September 11th, 2 and ¾ cents.

Mr. Kaufman: I offer in evidence those two pages as one exhibit for the weeks ending September 4th and September 11th.

(Marked Defendants' Exhibit M, consisting of two pages.)

The Witness: This profit that I have just testified about includes the shrinkage and out of that gross profit comes the cost of all items in connection with operating the business. Rosh Hashonna holidays lasting two days came during the week ending September 18th, 1931, and Yom Kippur was during the week commencing September 19th. That is a fast day, and the next day we can start eating chicken.

Cross-examination.

By Mr. Rice:

The Witness: I have recorded a gross profit of 5 cents per pound. Out of that has been taken an amount allowed for shrinkage. The total sales for the week ending September 25th were 57,944 pounds, and the total purchases 60,258 pounds. The difference between the sales and the purchases would be in stock and if the stock was not pres- [fol. 922] ent or was not on hand that would automatically involve shrinkage. That week we sold poultry aggregating $17,171.12 and paid for that poultry $14,183.86. The gross earnings is the difference between those figures, $2,987.26. Our total expenditures were for the week ending September 25th, $1,259.01; for the week ending September 11, 1931, $1,350.26; for the week ending August 28, $1,131.11, and for the week ending September 4, $1,163.85. From July on to September 1931 our expenses were always more than $1000 a week. For the week ending September 4, we sold 37,488, and for the week ending September 11, 1931, $53,979. For the week ending September 25, 1931, after taking account of shrinkage, we still have a gross margin of profit of 5 cents as compared with the gross margin of profit of 2 and ¾ cents for the week ending September 4th. Our expenses for the week ending September 4th were $1,163.85 as compared with expenses of $1,259.01 for the week ending September 25th.

[fol. 923] ABRAHAM HARRISON, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a marketman and one of the defendants in this case. I was one of the defendants in the criminal case, but I was not convicted. I am in business in Coney Island with my brother, Samuel Harrison.

I know Sam Bernklau; he is president of some retail butchers organization over there. During the fall of this year, Bernklau demanded that I go to a meeting of butchers over in Brooklyn at the synagogue. It was called for a Wednesday, and he said to me, "If you don't attend this meeting, you will be boycotted on Thursday morning," and if there is anything that a poultry dealer or a marketman is afraid of, it is a boycott on Thursday morning, because we do more business on Thursday than we do on any other single day, and naturally as we handle perishable merchandise we cannot keep it on hand, a demand like that is enough to scare us to go anywhere. There must have been 35 or 40 people of the trade present, all butchers, except Gerber and Scull and myself. We were the only three marketmen at that meeting.

When I got there, Mr. Bernklau says the body and himself would request that we make a price with them on the merchandise. This was about a half hour after he was speaking along different lines, so I says, "for one, I am not here to make any kind of price with any kind of a body." He says, "We demand poultry off of you for 5 cents a pound and we want to kill the poultry straight." So I said, "That would be a blessing from Heaven and any man that finds himself in this room tonight here is more than welcome to come into my place of business tomorrow morning," I said, "and gladly take all the poultry he wishes for the price that I am offered here tonight."

I said, "That goes for myself and I don't know how anybody else feels about it."

After he saw he won a victory, I said to him, "are you [fol. 924] speaking for yourself or are you speaking for the

body? So far, I haven't heard anybody but yourself," and I said, "It would be pleasant to my ears if I did hear the same expression from everybody there, because that would be an undreamed-of profit to receive, to kill merchandise straight as it comes."

He said, "The body will not come up and talk. I am requested to act for them and what I say goes." So I says again to him, "You may all come into my place of business tomorrow morning and get all the poultry you wish for the price you have mentioned." When he saw he had such an easy victory of it, he started to draw back and talk along different lines, agreeing on a certain price today and another price next day. I said, "I am not here to agree to any prices of any nature whatsoever, but I am merely here at your request, at your demand and giving you everything that you are asking for for yourself and for the body."

With that I got up and left, and the next morning nobody that was in that room took advantage of the price offered, but they came in and mauled up the merchandise, as they usually do.

The way Bernklau and the butchers that were present at this meeting buy their poultry, is to pick a few head out of the coop and leave us about two-thirds of the coop, that we have to sacrifice for almost 50 per cent of our cost price.

At that meeting Bernklau suggested that the butchers should begin to kill straight the same as the chicken dealers. I made no mention of any Exchange in regard to prices. Nobody operates my business but myself and nobody tells me what prices to charge. I did not tell anybody what prices we are going to charge for poultry, only my brother, who is my partner.

I know a marketman by the name of Abe Litwack; he is the proprietor, I believe, of King's Poultry. I never told him in words or substance what he should charge. I had no talk with him. There was no agreement amongst the marketmen in Coney Island or in Borough Park, around the holidays to charge certain prices for poultry, to my knowledge. I did not have any arrangement or understanding with anybody as to what I should charge for poul- [fol. 925] try that I was selling.

I am a member of The Live Poultry Slaughterhouse Association. I believe it is within the past three months or

four months that I joined. The meeting at which I joined was at the Broadway Central hotel. The speakers were Skloot, Winkler, Mr. Charles H. Tuttle, Mintzer, and Mr. Rogers. I cannot tell the substance of the talk that Mr. Tuttle, Mr. Mintzer and Mr. Rogers made at that meeting because I don't hear very well. I did not get very much of it, only what I could pick up here and there after the meeting from hearsay.

[fol. 926] JOSEPH SCULL, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a defendant in this action, and I was one of the defendants who were convicted in the criminal case. I was fined $1000, which I borrowed from the New Jersey Coop Company and paid back to it. I am a marketman in Coney Island Section. I sold Sam Berklau during the year 1931, maybe three or four times. He requested that I attend a meeting of butchers in Brooklyn some time during the fall of 1931 and I did. There were about 30 to 35 butchers of Brighton Beach and Coney Island, and three marketmen, Mr. Gerber, Mr. Harrison and myself.

When Mr. Bernklau asked me, he came with three other butchers of Brighton Beach, a man by the name of Sam Reuben, Izzie Sager and a butcher from 151 West End Avenue, Max —— I cannot just think of his name—and he asked me to attend the meeting that was taking place that night in Coney Island, and I said to him, "What does it mean, another strike" Because about three weeks previous to that, they declared a lockout, without calling me to their meeting, and none of their butchers showed up on the following Tuesday morning. None of my butchers showed up and I went to Mr. Bernklau and Max and this other party and I asked why they did not show up, and they told me because I was selling retail for the same price as I was selling wholesale, and that the customers of the retail stores that were buying meat from them were buying the poultry

from me and that they were losing the business, so I thought it best to attend this meeting. When I got up to that meeting, I found Mr. Harrison and Mr. Gerber there. I did not ask anything and they thanked us for coming. Mr. Bernklau acted as spokesman and he says to us—he did not mention any names—he says, "Now, listen, gentlemen," "We have been hurt and are being hurt by the marketmen. You charge us 30 cents a pound or 32 or 28 cents a pound and you charge the chicken dealer 20 cents and 22 cents a pound; the chicken dealer is operating under a three or four cent profit on account of the quantity they are selling, and they sell it for 26 cents and 25 cents and we have to pay [fol. 927] you 28 and we are absolutely doing no business and we are being ruined."

I said, "What is your proposition?" He says, "We want a 'straight' kill." I says, "You can have it tomorrow morning."

He says, "What do you want?" I says, "It is not a question of what I want," I said, "What do you want to pay?" He says, "We will pay you five cents a pound." I said, "You can start right in tomorrow morning," I said, "that is providing you will all kill a straight kill and that I would not have any broken stuff left at all." He says to me, "there may be several that would not want a straight kill, because they only handle fine merchandise. You can give those few the straight kill or let them select their stuff and whatever you have left, we will have a committee appointed and we will take the balance away from you," he says, "either Tuesday or Wednesday or Thursday morning, we will clean you out." With that understanding, we went away.

When the butcher comes into my place, we open up a coop that he selects. We have made a stack of seven or eight feet high. He will go through the stack, take a look at them, take a piece of chalk and marks it; he gets in there about a half hour or hour earlier, before killing time and selects a certain coop that he wants. A man goes to that coop, opens it up and he pulls out three or four at a time and he gives it to me, and I handle that poultry. Whatever I think is passable as first grade, that I think this man can use, I hand it to this man, and he re-examines it, and if he thinks he can use it, he gives it to the shochet.

If he sees he cannot use it, he gives it to me again, I have an empty coop and I put it into that empty coop. A chicken dealer comes along—after I am through killing for half a dozen or a dozen butchers, out of this stock that is left, I sell to the chicken dealer.

In other words, the chicken dealer comes along and picks up the dregs that the butchers leave. The price that we charge the chicken dealer is different than the price we charge the butcher. The average price that I sold the poultry to butchers during September, 1931, was 5, 6 and 7 cents a pound, over the market quotation, which are the prices at [fol. 928] which I and marketmen buy at West Washington Market. During the month of September, 1931, there was an increase in price that I charged to butchers. That was during the holidays. The selling commencing about the 13th or 14th of September and continuing for about four weeks from that date. During that period the price that I charged over the Washington Market quotations was about seven cents. It went up from 2½ to 7 cents. Some customers only paid me 2½; then they paid me 4 for the holidays or 1½ cents more. I sold to chicken dealers all during the year regular stuff from 2½ to 3 cents and broken stuff for as low as 5 and 6 cents below what I paid for it. There was no organization of marketmen in Coney Island or Borough Park during the year 1931. I am not a member of any organization in Coney Island or in Borough Park. I have recently become a member of The Live Poultry Slaughterers that had its first meeting on or about August 6th, at the Broadway Central Hotel, which I attended. That was the meeting concerning which the last witness testified that Mr. Tuttle, Mr. Mintzler, Mr. Rogers, Mr. Skloot and Mr. Winkler addressed the meeting. During the talks at that meeting, the shrinkage question was brought up, the cull question was brought up, and the weight. On the question of shrinkage, when a car is entered into the New York market from a shipping point that comes into a railroad terminal at about seven or eight o'clock, or the night before, the shipper notifies the men that come in with that car, whether that car will be unloaded the following day or not. If it is to be unloaded the following day, the car man is to get that car ready, and he starts to feed up that poultry, to get as much weight as he possibly can, and when he feeds that

poultry up, he tries to get it within the limit of an average that would pass a certain inspection that they allow, either 3.10 or 2 pounds for whatever bird that might be in there, and they try to get it to that average, but it was brought out that we objected to the feeding of poultry on the day of unloading.

The question of weight was, when the commission man sends his man over there to weigh out a car, and he weighs, [fol. 929] for instance, a car, and they ask the car man how heavy it is, and he says, for instance "I have about 18,000" so they know just about how many cars to weigh up. On 18,000 they will weigh up maybe 100 cars, and they weigh these 100 cars at one time, that is one at a time and stick them up on the platform and in order to hold them cheaper, they try to give him as good a weight as they possibly can, and they grab a pound, two or three pounds on what we call the tare, that is, the empty coop, and we objected, as far as the weight is concerned, that is on the tare. On the tare, they weighed less—but when they weigh the gross, they add on another pound or two, which means we have before we ever put that coop on our truck five pound shrinkage right there.

As far as the cull question was concerned, they would not allow us to go through the coops when they brought them out of the cars to pick out the culls. A cull is a bird that looks as though it would weigh about five pounds, but it will only weigh about two; it is nothing but the frame. They charge us 30 cents a pound and we have to sell it as low as five cents a pound. My books and records—I haven't them here—will show that not only myself but other dealers are in the same position as I am.

At that meeting it was taken up by Mr. Tuttle and Mr. Mintzer who said that we have a perfect right, and they were going down to Washington, and submit to the Department of Agriculture these facts, and the secretary of the meeting drew up some papers and gave them to them, and they went down to Washington with them.

That is all that was discussed at that first meeting, the question of shrinkage, weights and culls, and a resolution was prepared and Mr. Tuttle and Mr. Mintzer said they were going to Washington with respect to it.

There was another meeting several weeks later, quite a number of marketmen were present. Mr. Mintzer was

there, but I don't think Mr. Tuttle was. The subject under discussion was organizing for a credit association. At the first meeting, when I became a member of that slaughter- [fol. 930] ers organization, they solicited memberships. At this second meeting of the marketmen, they claimed that they were having too many losses on butchers and chicken dealers. If a butcher would come into my place, and he was my customer and was falling back in the payment of his bill and I would not go any further with him, he would go to another marketman, and the second marketman, knowing that he was with me for a year or two years and thinking that if he was good enough for me for credit, they would not even call me up or notify me, they would sell him, knowink that he was with me and he would probably stay there a while and fall back in his payments of his bills and then go to a third marketman.

Some of them chicken dealers and butchers would be closing up and owing money to everybody, and they said it was time we came to our senses and formed some kind of a credit association. The discussion was that if a butcher came into my place, not knowing where he came from, I could call up this Credit Bureau and ask Mr. So and So that this man, whoever he was, was here and wants to buy some poultry, and I would say, "Have you any information on him?" If he had, he would give me that information and I was to use my judgment whether I wanted to give him merchandise on credit or sell for cash. There are no reports that we can get. I do not know of any bureau from which we can get any information with respect to the butchers or chicken dealers. The losses by marketmen on credit have been quite great this year. I have had enough to put me out of business. My credit losses this year are about $7000. For 1930 they were maybe $2000—$2500, around that approximately. As a result of those losses I am closed; I have had a meeting of creditors. There was a boycott by the butchers in Coney Island against me about two weeks before this meeting in the synagogue. For one day they did not come in to kill any poultry. I don't know where they bought it. I have no means of stopping anybody from getting poultry. There is no association other than this Tuttle organization that I testified about before, between marketmen in Coney Island and marketmen in other parts of the City of New York that I know of. I

[fol. 931] have never heard of any discussion between marketmen as to the prices that they should sell poultry for.

Cross-examination.

By Mr. Rice:

The Witness: I have heard discussion of prices among marketmen in 1927 and 1928. I don't know about 1929. I was a member of the Greater New York Live Poultry Chamber of Commerce. I was not one of the directors, and I do not know of any from Coney Island. I don't think I attended one meeting. The place where I heard price discussions in 1927, 1928 and 1929 was at The West Washington Market, among different marketmen. Those discussions were about what they would take for their merchandise. I don't know whether they agreed. For instance, the market would be 27 cents and I would hear a marketman say, "I am going to take 32 cents tomorrow for my poultry," maybe 33, maybe 34—I don't know. I just give you that as a figure of what I had heard.

I know Abe Newman and Moe Rosenstein. I don't know a chicken Moe. I don't know whether they were employed by the Chamber of — for Coney Island. I saw them in Coney Island, but I did not see them transact any business there. I did not see them chase butchers or dealers around. They never brought any customers back to me from New Jersey. I did not send them for customers, nor did I ever report any facts to them at all; they did not report to me. I do not know who they did work for. I know Harry Mornick, a butcher. He bought from me in 1927 or 1928, but he did not pay for it yet. I think I got a judgment against him. I never told him in 1927 or 1928 that he would have to buy poultry from me, and if he did not buy from me, that he would have to pay me for it anyhow. I never told him that or anything like that. I understood that he got poultry wherever he wanted, because he did not kill from me for maybe six weeks or eight weeks. I never sent anybody out to follow him and do not know that he was followed. I never told him that all the marketmen were together and that he would have to buy from me. Murray Rosenstein never brought back Mornick to my market.
[fol. 932] I know Bennie Sandler. I never told him in 1927 or 1928 that he must buy poultry in Coney Island

from Morris Gerber and I never refused to sell him. I think I sold him in 1927. I never followed Samuel Soslosky and never engaged a taxicab to follow him. I never told Henry Wolfson that he must buy his poultry from Morris Gerber, or that he must pay nine cents above the market. I had a litigation with him for $1000 and took judgment against him. Wolfson bought from me at one time but I never told him that he was assigned to me and that he would have to buy from me. I never told Wolfson that I had bought out the Government, or that the Chamber of Commerce had bought out the Government or any Government official.

At this meeting of the Live Poultry Slaughterhouse Association, the secretary George Skloot prepared a program. I saw the program after it was presented to Mr. Tuttle. I think Exhibit 10 for identification is the program that I saw. It was not discussed or submitted in the meeting. This was the Broadway Central meeting. I know the secretary prepared it because he told me and showed it to me, but did not ask my approval of it. I don't know whether he showed it to other marketmen. When he showed it to me, he said that this is a copy that Mr. Tuttle and Mr. Mintzer said that it is the finest thing he could get up and it was something wonderful that he could work on. After this meeting they discussed shrinkage and short weights and culls. They did not discuss the fact that there were too many slaughterhouses. They didn't discuss overlapping of delivery expenses at the meeting. There might have been one or two marketmen that spoke amongst themselves. I heard some talk about it. I don't remember just who. It was different talks, just like when one marketman gets talking with another. They did not discuss competitive bidding and the elimination of competitive bidding.

The program prepared by George Skloot contains a provision calling for the elimination of competitive bidding. It was not discussed at the meeting, and I did not hear it discussed by any marketmen. Mr. Skloot did not discuss it with me.

[fol. 933] At this meeting of butchers when Mr. Bernklau complained that the chicken dealers were paying less than the butchers, there were no prices mentioned. I mentioned prices in my direct testimony according to what he said; there was a difference of 10 or 12 cents a pound. I was

charging the butchers 10 to 12 cents more than the chicken dealers, but that was a different quality, on the broken stuff, not on the regular stuff. At the time the butchers boycotted me a couple of weeks before that meeting, I had not increased the price of poultry nor had my competitors. I have never sold at 10 to 12 cents above the market as long as I have been in business, and I am in business 26 years.

Direct examination.

By Mr. Kaufman:

The Witness: I understand by the phrase "Elimination of competitive bidding" if two or three marketmen get together and buy a quantity—if I needed 15 crates and the other fellow needed 15, and the other fellow needed 20, that he could go out and buy 50 coops cheaper than I could by buying only 15. They pool together their purchases to eliminate the small buyer each one of whom bids for a small lot. Where a commission man, if he knew he could sell a car to one buyer instead of peddling it out to seven or eight customers, he would let it go out, even if it was a cent or two cents less.

Recross-examination.

By Mr. Rice:

The Witness: That was not discussed at the meeting. That is my own personal understanding of it. I have discussed that with other marketmen, in West Washington Market after this meeting. I did not discuss it with a great number of marketmen or with Skloot. I discussed it with Morris Gerber and Louis Winkler from Borough Park. We did pool and we bought together and divided it there at the car. I did not understand that there was a plan originally with the Live Poultry Slaughterhouse Association to pool all of the purchasing of the marketmen and buy through a common agency. That was never discussed in my presence.

[fol. 934] SAM ENGLISH, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a marketman doing business as Berkshire Live Poultry, Inc., in Brooklyn, Borough Park section. I am not a defendant in this case, and I was not a defendant in the criminal case either. I know a butcher named Morris Cooper. Once I sold him in June of 1931 and in September 1931, during the Jewish holidays. I don't remember exactly how much I charged him, but I charged him about 5 cents above the market. I never charged him 10 to 12 cents above market quotations. I had no talk with Cooper around the Jewish Holiday in which I told him that I made so much money by reason of my having increased the prices that I was able to buy up all the tickets in the synagogue. I bought two tickets, for me and my wife. I do not know of any agreement among marketmen to charge a fixed price for poultry. I am a member of The Slaughterhouse Association something they call it. It is a retail association. I have been a member of that about two months. They had that meeting at the Broadway Central Hotel. I did not see Mr. Tuttle but I was there at the meeting. I went away; I stayed there only about a half hour and I went away.

[fol. 935] BENJAMIN ROSENBLUM, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a marketman and the name of my firm is Public Live Poultry Market, located in Brooklyn. I am not a defendant in this case, and I was not a defendant in the criminal case. I have been in the poultry business not quite five years. I know a butcher named Samuel Fried. I have sold poultry to him off and on, including some time in September of this year. I charged him above the market price anywhere from four to six or seven cents, top. I never charged him over seven cents and never re-

fused to sell him poultry. I had a conversation with Fried about his not buying poultry from me. He called me up for an order; I sent him an order, and when the driver delivered the order, he said, "Wait a minute, I want to look at this poultry." They he said, "I don't want it. That poultry is not fat enough. In Jewish they say, 'hot fat poultry.'"—he says, "If it is not hot fat I don't want it; extra fat poultry I want." So the driver brings it back. I called back Mr. Fried, and I spoke to him and he said, "I am sorry I started to deal with a damned Gillig like you." I don't know what a Gillig means, but that is what he said, a "damned Gillig." Mr. Fried then called me up and sent me an order and I said, "No, I won't send you the order. You come down and kill it yourself. I sent you an order yesterday, and you took it back." I did not tell him in words or substance that he would have to go back to the Atlantic Poultry Company and buy his poultry.

I do not know of any agreement or combination amongst marketmen in Brooklyn or anywhere in the city. I do not know of any agreement or combination of marketmen to fix prices on poultry or allocate customers. I am a member of The Poultry Slaughterers. I have been to no meetings at all. Since our organization there has been an arrangement made with the Receivers as a result of which marketmen are permitted to cull poultry in a car. Up to four days [fol. 936] ago, we were not allowed to pull anything from the coops, such as sick poultry, unfit poultry to eat, but the last couple of days—two days ago we were allowed to cull and I pulled once about 400 pounds of culls out of two loads of poultry. That is about two coops. That means that I can afford to sell my poultry cheaper and also make a profit. I don't know by whom was that arrangement made with the Receivers. I don't go to the market to do the buying, my brother-in-law buys and I just heard what he tells me. I have a ticket to show that he pulled that many culls. I have had credit losses in Borough Park this year of about $3000. There is no credit organization in Borough Park. Before this arrangement was made so that marketmen could cull poultry in a car, I would estimate the loss to the marketmen as a result of not being able to cull poultry between $100 and $150 a week, which we killed that poultry as unfit to eat. We killed it, put disinfectant on it, and threw it away. That is the only reason that I joined this association.

Cross-examination.

By Mr. Rice:

Mr. Rice: If your Honor please, the Government has never contended in this case that the Live Poultry Slaughterhouse Association, advised by Charles Tuttle and George Mintzer, has been formed for illegal purposes. It is willing to concede that that organization has entered upon a plan for eliminating culls and for obtaining fair rates at the railroad terminals and to eliminate other recognized abuses in the poultry industry. The Government commends the organization for those legal activities. However, we do maintain that upon the formation of that organization, there was a tendency and an attempt on the part of many of the market men who are members of that association to re-create the old conspiracy and to perfect it into an organization that might be used for the purposes of restraining trade.

There has never been any intention whatever on our part to reflect on Mr. Tuttle or on Mr. Mintzer or upon the organization, as such. I thought that was perfectly clear from the testimony that we had offered.

The Witness: I have been in the poultry business not quite five years since around 1927. I have never heard of a combination among market men to fix prices or allocate customers, not even four years ago. When Mr. Fried came to my place of business in September 1931, I did not know where he had been dealing. I did not know that he had dealt with the Public Live Poultry Company and I did not [fol. 937] send him back there. I didn't tell him to go back where he belonged. I am positive that I have never heard of any combination among marketmen to fix prices and to divide customers.

[fol. 938] Abraham Brookstein, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am in the live poultry business in the Borough Park section. I know a butcher by the name of

Maurice Cooper. Last year, 1930, he bought from me about two weeks but not during the year 1931. I did not talk to him in the last couple of weeks and ask him to become a customer of mine. I asked his partner, because his partner was buying of me 10 or 12 years. He had a store for himself then; he closed up his store and then went in partnership with Cooper. Mr. Cooper bought of me two weeks when he gave me a check and the check came back and I had trouble with the check, so next week he kept buying until Tuesday or Wednesday, until I collected my check. I gave him stuff until I was in about $60, so I thought I had better lose the $60 before I lose $350. After I collected that check I refused to give him poultry. I told him, "If you give me cash, I will give you poultry." I had no talk with him in which I asked him to become a customer of mine or told him that a combination was being formed and that if he became my customer I would treat him right. I never had any such talk with his partner or with anybody. I never told Cooper or his partner or anyone else that the break-up of the combination would not last long and that a new combination would soon be formed. I never mentioned any combination, because I do not belong to any combination. I do not know of any agreement amongst marketmen anywhere to fix prices or to keep customers in particular places. I am a member of The Slaughterhouse organization that Mr. Mintzer and Mr. Tuttle are interested in. I joined it two months or more ago. It is the only organization I ever belonged to.

I have had many credit losses with my butchers. This year I must have $1200 or $1600 losses. I am very careful [fol. 939] who I sell to. I have not attended any meetings of marketmen in my section or in the City of New York. I came once to the meeting of Tuttle and I saw a lot of people there, and I am a sick man, so I thought I would not be able to sit so late, and I went right back. I have not had any meeting with anybody in New York or in my own section for the purpose of agreeing on prices at which poultry was to be sold. The first thing I don't interfere with anybody. I am in business for the last 26 years in one place, and I do business with myself. Nobody interferes with me. My competitors are trying to take away customers once in a while from me, but I cannot blame them and I don't interfere with anybody. I try to take away

other fellows' customers. Nobody stops me from taking away customers and nobody stops them from getting my customers. I take away today a few customers and I will try next week again.

Cross-examination.

By Mr. Rice:

The Witness: In September and October 1931 I charged between 5 and 7 cents above market quotations but I did not get even 5, because after the holidays they stopped paying the bills, and they took off over $400 and I can prove it by the books. They said if I didn't they would not pay the bills; they would go to court. They said I was charging ten cents on the pound but I did not charge even five cents.

Redirect examination.

By Mr. Kaufman:

The Witness: The highest price I charged was between 5, 6 and 7, but even when they paid me five, they even took off a cent a pound. They would not give it to me. They deducted two cents on a pound—more than two cents and I can prove it with the books.

Recross-examination.

By Mr. Rice:

The Witness: I had no conversation at all with Maurice Cooper about two weeks ago. I talked with his partner, J. Spiegelman. I told him to come up and buy of me stuff. I did not see why I should lose an old customer as long as he is coming for the stuff, why he should not buy from me. I did not tell him that there would be a new combination to divide customers as they used to do. I never did. He even asked me what I would charge if he comes to me and [fol. 940] I said I will charge the lowest price as I always did; he was dealing with me long enough, and he can take my word. There was not an agreement that they would divide customers. I didn't talk to anybody; I didn't hear anybody talk about these things that there was going to be any agreement.

A plan among the marketmen whereby they were not going to sell to each other's customers unless they pre-

sented receipted bills from their old customers was talked about when we went together with Tuttle; we should make a credit system. I didn't talk about it; I heard that people were talking about it. I heard they wanted to make a credit system, in case a butcher comes in and don't pay the next man the bill, he cannot sell no stuff. I heard that in the market. I could not remember who it was I talked to. I talked only to one. He did not say the plan. He said that would be the best thing we should have a credit system that we should be sure of our money. He didn't say it was going to be. I didn't hear talk of that all over town. I very seldom go to the market, because I am most of the time home, I am a sick man. I heard talk only once at the market about a credit association whereby marketmen would not sell to anybody who could not present a receipted bill, but I don't know who I heard it from.

[fol. 941] HARRY SEWALD, called as a witness on behalf of the defendants, being fiust duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am in the live poultry business and operate as Majestic Live Poultry. I am not a defendant in this case and was not a defendant in the criminal case. I have been in the poultry business altogether nine years, a year and a half in Borough Park. When Abraham Aaron came in to my place, he came to me on a Wednesday morning and he wanted some turkeys. I did not have any turkeys, and I could not sell them, so he said "Why don't you want to sell me poultry?" So I said, "I will sell you any kind of poultry you want except turkeys, but only for cash." He went away and came in the next day, Thursday morning, and I gave him poultry, amounting to $71.10, and I charged it to him as a cash sale, he paid me and he went home. The next time he came in on Monday and he told me he is going to court, and the amount of his bill which he paid was $17.88 and since then I did not see him. This is the slip that I made out in connection with that sale, $71.10. This cash sale was on the 26th of November, about ten days ago, Thanksgiving Day. I sold him the following Monday

morning for cash; that is the slip (document handed to the witness), that I made out for the cash sale. That is 63½ pounds of fowl at 28 cents a pound. Then he said he is going to court today. He showed me a slip that he has to go to this court; that he is going to be a witness for the Government. I did not ask him what he was going to say and he did not tell me. Those are the only two times that I sold Aaron anything. He never came in any more, because I wanted cash from him. I never knew the man before the 25th of November the day before he bought from me, which was the first time he came to my place.

Mr. Kaufman: I offer in evidence sales slips in connection with these two sales of November 26th and November 30th.

(Marked Defendants' Exhibit N and O.)

[fol. 942] The Witness: On the first sale made on November 26th for $71.10 I received a check for that and on November 30th, I got cash. The notation here "rang in the register," is my handwriting. On Thanksgiving Day I did not tell him that if I sold anything to him the union would send me an extra man. I never did tell him anything like that. There was no conversation regarding the union. The union would not send me another man if I sold Aaron. I sell to strange butchers, whoever comes in, for cash I sell. I am a member of the Poultry Slaughterhouse Association referred to here as Mr. Tuttle's organization. Since a year and a half I belong to that association. It used to be called the Retailers, now it is the Poultry Slaughterhouse Association. I was at no meeting. I never attended any meeting. I have retail stores. I am not a member of the organization that Mr. Bernklau is president of. This retail organization that I belonged to was an association of retailers; there were some wholesalers in it too. The name of that organization was the Live Poultry Dealers Protective Association, and that organization became a part of the Poultry Slaughterers' Organization this year.

I have never heard of any agreement amongst marketmen in Brooklyn to fix prices or to allocate customers. I have not had any conversation with any marketmen or anyone else relating to fixing prices at which I was to sell poultry. No one interferes with me or tells me the prices at which I should sell poultry. No one interferes with me with respect

to my selling poultry to any butcher or chicken dealer. I have had credit losses this year. I am only a small operator and I had only $1200 losses. One butcher alone stuck me with $700 for merchandise. He gave me a check and the check came back. I had him in jail, but he cannot pay it there. He is on parole now. I never did get paid. I had from $150 to $200, quite a few.

I know a butcher by the name of Harry Rubay. He has been buying from me regularly for about a year. On the 19th of September of this year he had a talk with me. The market was 28 cents that I paid for poultry that day. I did [fol. 943] not charge him 35—I don't remember exactly, I think 33 or 32, and then he did not pay the full amount; he took off $150—$135 for the three holidays. I did not tell him that I expected an Association to be formed and that there would be one price for the whole city. I never told him any such thing. There was no association formed and there was not one price all over the city. After the 21st of September of this year I did not charge him 8 cents a pound above the market quotations until about two weeks ago. I charged him 3 and 4 cents and 5 and 6 for the holidays, which it was the most, then he took off the bill too. I do not know how much the rebate amounted to per pound that he took, but I know it amounted to $135. I tried to collect that but he won't give it to me. I don't ask for it either. He still buys from me.

The Live Poultry Dealers Protective Association had mostly retailers in it and a few wholesalers. I am a small wholesaler but most of my business is retail.

Cross-examination.

By Mr. Rice:

The Witness: That $135 Rubay took off of his bill amounts to about three cents a pound. I still sell Rubay. I give him credit, he is good for the money. I don't bother him about this $135. If I try to collect, he will go away from me. I did not overcharge him. I can not collect it.

When Abraham Aaron came to me for poultry I don't remember where he had been dealing. I raised the price on my poultry during the Jewish holidays this fall a cent or two at the most. Rubay took off three cents from his bill. I charged Rubay in the first instance about five or six cents

before the deduction. I know exactly how much a pound I charged him. I did not raise my prices during the Jewish holidays this spring on the strength of the holidays. I did raise them this fall a cent or two. I had an argument with Rubay about the price of the poultry that I sold him on September 20th or 21st, 1931. I was charging him 5 or 6 cents and not 8 or 9 cents above the market. He complained about the increase in the price. I did not tell him that I would see him next week in my market and that we were [fol. 944] going to form a new association soon. I never said anything about a new association. I never said that there would be all one price among marketmen. I didn't mention any association to him at all. I get for my poultry today above the market 5 or 6 cents. I am charging more than other marketmen. The best poultry I give them. I paid for poultry yesterday 21 cents and sold it today for 26 cents and 27 cents, the same class of poultry, high-grade poultry. I do not know what other men are charging above the market today or yesterday.

Redirect examination.

By Mr. Kaufman:

The Witness: I raised my prices around the holidays in September and October and around the Easter holidays this spring. Every year around the holidays the price of poultry is raised, and there are two important sets of Jewish holidays each year, one around Easter time which comes around April, and then the Rosh Hashonna and Yom Kippur holidays that come some time in September and October.

[fol. 945] BENJAMIN KAPLAN, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a retailer in live poultry in Brooklyn. I am not a defendant in this case and was not one in the criminal case. I know a butcher by the name of David

Scott. He deals with me. Once a week he comes in and cleans me up what is left over from the week. He has been doing this for the last past five or six years. I did not tell him not to buy at my place. I always told him to do me a favor and buy off me because I want to get rid of what I got left over. I have been selling him whenever he came to me and whenever I had the stuff, all of the time. He buys for the past five years. No marketmen ever called me up to tell me not to sell any particular customer or dealer. Nobody is calling me because I don't do any wholesale. The only way others interfere with me is when I sell at 25 cents my neighbors sell at 23 cents. But nobody interferes with me by telling me who to sell or who not to sell to. I do not know of any agreement amongst market men to fix the price of poultry. If there was an agreement I would not be complaining that someone was underselling me.

[fol. 946] WILLIAM SCHENKER, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am working in the chicken market of Benjamin Kaplan the last witness. I know a butcher by the name of David Scott. I did not tell him not to come back there and buy any more. I am a union man and a member of Local 167. I never refused to sell anybody any poultry. When I had it he could have it. I had no conversation with Mr. Scott at all.

Cross-examination.

By Mr. Rice:

The Witness: I sold poultry to Mr. Scott when the boss used to go to the market. I dont' remember if I sold him in September or October this year. I am the only member of Local 167 in Kaplan's market. Kaplan sells per week about 20 coops. I said nothing about doing him a favor and not returning and no one else said that.

[fol. 947] CHARLES PLATZIK, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am in the poultry business and the name of my firm is Johnson Avenue Live Poultry located in the Williamsburg section of Brooklyn. I have been in the business 15 years.

I know a butcher by the name of David Scott. He bought from me during the year 1931, on and off. I never asked David Scott to do me a favor and not buy poultry from me. I do not know where David Scott buys from.

I am a member of the Live Poultry Slaughterhouse Association. I joined at the time Mr. Tuttle made the speech around August 6, 1931. Before that I was not a member of any organization. I am not a defendant in this case and was not one in the criminal case. I do not know of any agreements or any understandings amongst market men as a result of which attempt is made to fix the price of poultry. I never refused to sell poultry to any butcher or chicken dealers and I never called up any market men to report to them that chicken dealers or butchers left me as customers. I have had credit losses this year of about $1500. Last year they were about $3000. I don't know of any agreement to fix the price or to allocate customers. I did not hear any talk amongst market men at any time during the last couple of years about the handling of customers as to where they should buy or to whom market men should sell, or the fixing of prices. No one tells me the prices at which I should sell poultry, or to whom I should sell or not sell.

Cross-examination.

By Mr. Rice:

The Witness: I have been sitting in court here during all of this testimony this afternoon and have heard the testi- [fol. 948] mony of all of the other witnesses.

Mr. Rice: If your Honor please, may I ask that all witnesses be kept out of the courtroom prior to the time that they testify?

The Court: That request should have been made ~~at the~~ opening of the case because it should be equally applicable to the two sides.

Mr. Kaufman: I have no objection your Honor, to excluding the witnesses at all.

The Court: All of them go out, all those that have not testified, go out.

The Witness: I had partners in my market, Max Ginsberg and Michael G. Debare. There are no other people at that place. We sell a week about 18,000 pounds, about 90 coops. We have two working men and two schochtim. We pay them $50 a week each. We do a wholesale business. I did pay them $65 but times were bad and I took them off $15. The only conversation I had with David Scott is if he came [fol. 949] in to buy merchandise. I never told him not to come back and buy or that there was a new combination or that the market men had gotten together again. I did not tell David Scott to tell no one that I had sold poultry to him.

Redirect examination.

By Mr. Kaufman:

The Witness: There is no combination of marketmen that I know of. I am referred to in my place as "Charlie the boss."

[fol. 950] Abe Rosenberg, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I have been in the poultry business as a marketman about 4 years and my firm is The Beadle Live Poultry.

I know a butcher by the name of David Scott. He bought from me during the year 1931 most of the time and now too. I had no difficulty or trouble with David Scott during the last couple of months. I have been charging him above the market quotations between four and five cents. He

never paid less than three. My partners in the Beadle Live Poultry Market are David Wagshul and Harry Herbert, brother of Charlie Herbert. I did not tell David Scott a couple of months ago or a couple of weeks ago that the market men were getting organized and he would have to pay an extra cent a pound. I don't know that there were times during the year 1931 when he didn't buy from me but bought from other markets, the Johnson Avenue Live Poultry and Benny Kaplan. I did not call up either of those markets and tell them not to sell stuff to David Scott at no time. I don't know if anybody interfered with the persons to whom I sold poultry. The only interference is someone who undersells me and sometimes I undersell other people, but there is no one who tells me to whom I can sell and to whom I cannot sell. I do not know of any agreement amongst market men or anyone else to fix prices or to tell butchers from what market they can buy. I do not belong to any associations. I have not had any meetings with market men at which I agreed on the prices that I would sell poultry. I am not a defendant in this case and was not one in the criminal case.

Cross-examination.

By Mr. Rice:

The Witness: I am a partner of Harry Herbert since we are in business about three and a half years, I think 1928. Harry Herbert was a defendant in the criminal case. I didn't know he was convicted. He wasn't. I have not heard of price-fixing among the poultry marketmen or of dividing up customers or of collecting one cent a pound.

[fol. 951] Redirect examination.

By Mr. Kaufman:

Q. When you say that Harry Herbert was not convicted, do you mean that he did not go to jail? Do you know whether he paid a fine?

A. He didn't go to jail, I don't know what—to answer you I don't know.

Q. Do you know what convicted means?

A. Yes, sir.

Q. Do you understand what convicted means?

A. Sure.
Q. Do you know what found guilty means?
A. Yes, I know what the jury did with respect to Harry Herbert.

By the Court:

Q. What?

By Mr. Kaufman:

Q. What did they do?
A. They didn't find him guilty, not guilty.

By the Court:

Q. That is what he said.

By Mr. Kaufman:

Q. You say the jury didn't find him guilty?

The Court: Keep your eyes away from back there (indicating to the end of the courtroom).

A. He was found guilty. He did not go to jail and was not fined.

[fol. 952] Louis Hoffman, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: My business is live poultry. My firm is Hoffman Brothers Poultry, located in Williamsburg section in Brooklyn.

I know a butcher by the name of Louis Kuglar. He bought poultry from me pretty near about a year ago for a week or two. When he came I sold him. I never told him that I would not sell him any poultry. He is a butcher down on the east side of Manhattan, and went over to Brooklyn for his poultry. After a week or two he stopped coming to me, and since that time he has not been back to me to buy poultry. I never told him that Weidberg called me up

and told me I should not sell to him. Weidberg never called me up or told me not to sell to Kuglar. I know who Louis Weidberg is. No one ever told me to whom I should sell and to whom I should not sell. I would not let Weidberg or anyone else interfere with my business. Nobody tried to interfere with my business. I do not know of any agreements amongst market men to fix the price at which I should sell poultry or to determine who is to sell poultry to particular market men. I am not a defendant in this case and was not one in the criminal case. I became a member of the Live Poultry Slaughterhouse Association about six months ago, in the summer of this year. Before that I was not a member of any association. No one has attempted to interfere with me in the selling of poultry to anybody. I have had credit losses this year of about $3000, and about the same last year.

I have five men work in my place and three shochtim, they are all union men, and union schochtim.

Cross-examination.

By Mr. Rice:

The Witness: I was a member of the Chamber of Commerce and I know Samuel Sahn. I never went to Samuel Sahn and with him to Raphael Feldman or any small market man's place. I don't know anyone named Feldman in the live poultry business. I did not go to any market or retail poultry store and look at the charge books in 1927 [fol. 953] or 1928. I never told any poultry dealer or market man that if he sold to butchers he would be stopped from getting poultry in West Washington Market. I never heard Samuel Sahn say that. I never heard of the L. W. Credit Association. I don't know that the market men on the east side organized a credit association in the summer of 1929. I don't know anything about that. I was not aware that the east side market men had organized after the indictment or that Kuglar came to my place of business because of that organization. Kuglar said nothing about that to me.

I know Louis Weidberg. He has never called at my market, sometimes I met him in the West Washington Market. I can't recall talking to him in December of 1929. He never told me to stop selling to Louis Kuglar who belonged to the

east side. I never had any conversation with Louis Weidberg about Kuglar.

Redirect Examination.

By Mr. Kaufman:

The Witness: I sold to butchers or poultry dealers from other sections of New York other than Williamsburg, including the east side, Borough Park and Long Island. Whoever comes into my place I sell. I have been selling butchers from Manhattan, Borough Park and Long Island since I am in business.

Recross-examination.

By Mr. Rice.

The Witness: I know why Louis Kuglar went to my market over in Brooklyn in the summer of 1929 to buy poultry. I sold him for three cents over the market for the pound and he was supposed to kill straight. I don't know what the market men on the east side were charging. From his market on the east side to my market in Williamsburg Kuglar went over the Williamsburg Bridge. He is about four or five blocks on this side of the bridge and I am about four or five blocks on the other side of the bridge. The distance is about two miles. I know there are at least a dozen markets within four or five blocks of Kuglar's market where he could buy poultry.

[fol. 954] ALEXANDER SIEGEL, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: My business is live poultry. My company is H. Rubin Live Poultry, Inc., located in Flatbush Section of Brooklyn. Harry Rubin and Ben Danziger are my associates. I am not a defendant in this case and was not one in the criminal case. None of my partners were defendants in the criminal case.

I know Rubin Weiner a dealer. He doesn't buy now. He bought from me several months ago. He stopped around the holidays, around September. Prior to the holidays he bought from me for about five months. I was charging him above the market quotations between three and five cents. During the holidays I charged him between five and six cents a pound. I raised my price around the holidays, but not from ten to twelve cents a pound above the market quotation. I never charged him any such price. The highest price above the market quotation that I charged him during the holidays was about six cents. When I raised the price to six cents Weiner complained about the increase. He said I was overcharging him. I told him I can't sell for any less because there is bigger expense around the holidays, the expense is bigger around the holidays, the expense is bigger and I have to raise a little. I told him I can't sell for any less. I charged him that price. At the time he bought the merchandise he didn't say that he wouldn't pay it. I told him I was charging him that price. He said it was too much and he wouldn't pay for it and after he got the merchandise he refused to pay and he took off quite an amount from the purchase, around $300. I actually got from him above the market price about a penny or two cents. I never told him that there had been a combination of market men. There was no combination of any market men. I never told him that I had to charge the price of ten to twelve cents above the market because others watched my books; no such thing. No one ever watched or examined my books. I never told him in words or in substance that the market men were all combined and that everyone charged the same price. [fol. 955] I do not know of any agreement amongst market men to fix prices or to allocate customers. I am not a member of any association. No one interferes with my selling to any butcher or tells me to whom I should sell, or not sell, or the prices I should charge for poultry.

Cross-examination.

By Mr. Rice.

Q. Mr. Siegel, did you say that none of your partners were parties to this suit?

A. No, sir.

Q. None of them are defendants here?
A. No, sir.
Q. Isn't Harry Rubin a defendant in this case?

The Court: Don't look away.
By the Court: Is he a defendant in this case?

By Mr. Rice:

Q. Yes?
A. Not that I know of.
Q. Don't you know that he is a defendant in this case?

Mr. Kaufman: If your Honor please——
The Court: Leave the witness alone.

The Witness: I do not know that Harry Rubin is a defendant in this case. I have been in the poultry business in this place for about eight months. I was employed by the Kings Poultry Company before that for about two years. The partners of the Kings Poultry Company at that time were Louis Horowitz, Morris Rosen, David Litvak and Leo Kasoff; that was in Brooklyn. Before that I was in Brownsville, with Dworkin & Bloomenfield, in 1927 and 1928. I was a partner of Dworkin & Bloomenfield at one time. I knew what was going on in that market. I have heard of an agreement among the market men to refuse to sell butchers and poultry dealers who didn't present receipted bills, around 1927 or 1928, but I heard nothing about fixing prices or raising them, or about dividing up customers. I attended the meeting at Gabel's Hall in December, 1927, and I heard nothing about dividing up customers. They were talking to better conditions.

[fol. 956] Louis Schenkman, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: My business is live poultry. I do business as Bath Beach Live Poultry Market in the Bensonhurst section of Brooklyn. I know a butcher by the name of Reuben Weiner. I sold merchandise to him, but not during

the year 1931. He came once to me during 1931 and tried to buy poultry, after the Jewish holidays. I refused to sell him poultry, as that man used to be a customer of mine in 1930 and in 1930 I was doing business—I had two places, one in 16th Avenue and one in 18th Avenue. We are two partners, my brother and myself. My brother was the buyer and I had to take care of both places. I had a manager in the wholesale place and I used to take care myself of the retail poultry. I had a very big shrinkage in my place, and I could not catch anybody, but somebody was stealing from me. I had a suspicion that some employees of mine were stealing poultry and that they were selling it to Wiener, and that Wiener knew that they were stealing from me. I did not know for sure he was stealing, but of one thing I knew, he used to buy poultry and before they stole the poultry, Reuben Wiener used to buy 450 to 500 a week and after I had the big shrinkage, this man came down to 350 and 375 a week. He done the same business as before. He didn't buy nowhere else except from me. That is how I found out that this man used to buy poultry and because the union did not want to give me another man I closed my business up entirely for wholesale. I told Wiener I didn't want him in my place any more. I said I have got enough trade, I wasn't looking for more trade, and I am not looking for more business and I did not want to sell him any more poultry. I did not tell him that I would find out from a meeting of marketmen whether I could sell him. There was no meeting of marketmen at which I was told whom I would sell to.

I am a member of what used to be the retail poultry asso- [fol. 957] ciation; it is under a different name now, the Slaughterhouse Association which is referred to as the Tuttle organization. That is the only organization of live poultry I belong to. I am not a defendant in this case and was not one in the criminal case. No one at any time told me at what prices I should sell poultry or to whom I should sell poultry. No one told me not to sell Reuben Wiener. I have stated the reason why I did not sell poultry to him.

Cross-examination.

By Mr. Rice:

The Witness: I suspect Reuben Wiener as the man who is responsible for my shrinkage. I could not say he did it.

I never accused him of doing it and never said a word about it to his face. I continued to sell because I didn't know to whom to mention it. I knew from the books that this man used to buy of me the poultry, because his bill was always more than it used to be. He bought all of his poultry from me for nearly a year. I have books showing the amount of poultry that he bought. I will undertake to produce them. I did not come down here to testify against Reuben Wiener that he used to buy of me stolen goods; they called me as a witness. The last time I sold to him was in 1930. In 1931 I did not sell him. I continued to sell him until I closed my wholesale shop.

The conversation I had with Reuben Wiener was I think in October, 1931. I did not attend a meeting of marketmen on the next day, and I did not tell Wiener that I was going to attend a meeting the next day. I did not tell him that I could not sell him until I had attended a meeting of marketmen where they would decide whether I could sell him or not. Nothing of the kind. I told him one thing, "Mr. Reuben Wiener, I cannot sell you any poultry. I got enough trade, and I am not looking for any more trade." That is the reason I refused to sell him poultry, for one thing. I do not know how much he was paying for poultry at the other market at the time. I never asked what he paid. He did not tell me that they were overcharging him. I employ three members of Local 167. I do 20,000 pounds per week, about 100 coops. I have two schochtim. Sometimes I do more than 100 coops business a week. I don't [fol. 958] know exactly how the trade kills; sometimes one butcher comes away; sometimes two butchers go away; sometime comes in new ones; that depends on what trade we do. Mr. Arthur Herbert called me here to testify. He is the delegate of Local 167. He cannot send as many men or shochtim as he wants; he sends as much as we need. I do not know that he has ruined plenty of marketmen. I don't know anything of the kind. I do not know he sent four men and two shochtim to plenty of marketmen who had taken the stand against the combination. I don't know anything of the kind. He sends as much as I need. When I call for an extra man, he sends me an extra man. When I tell him I don't need an extra man, he don't send him. I keep as much as I need. He told me to come here on Wednesday. I did not talk to him. He told me that

they wanted me as a witness and he gave me notice to come. He didn't tell me nothing. He wanted me as a witness because somebody complains against me that I refused to sell him poultry.

Redirect examination.

By Mr. Perlman:

The Witness: I have two shochtim. I have a contract with the Schochtim Union. When I want a schochet I get in touch with the office of the Schochtim Union. That is Joseph Rosenman and Rabbi Bloom. I know that Arthur Herbert is the delegate of Local 167, but not of the Schochtim Union. When I want a schochet I do not ask Arthur Herbert for a schochet, and during the last two years or three years, I have never asked Arthur Herbert for a schochet, and he has not sent me a schochet for the last three years.

[fol. 959] JACOB H. NEWMAN, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a commission merchant of live poultry in Newark, New Jersey. My firm is Newark Live Poultry Company, in existence 44 years. I have been in business 28 years. I know Barney Hecht, a butcher, in Brooklyn. He bought poultry from me years ago. I don't think I have sold him any poultry in the last six or seven years. Before that, I used to sell him. He made no request to me to sell him poultry during the years 1929, 1930, or 1931. I had talks with Hecht in 1931, about three months ago. I did not talk to him in 1929 and 1930. I called him on the telephone and asked him to come to my office and I spoke to him in my office. I asked him to buy poultry from me. He came over but he did not like my poultry and he drove away. I did not at any time during the year 1930 or 1931 refuse to sell him any poultry, and I did not tell him in words or in substance that I could not sell him any poultry

because I was afraid of people in New York. I am not afraid of anybody in New York. No one has interfered with the sale by me of poultry to anybody. I do not know of any interference with the sale by commissionmen in Newark of poultry to anybody. I believe there are seven or eight other commission merchants besides my firm in Newark. I have not heard at any time of any interference with the sale of poultry to anybody in New York. I sell to people in New York occasionally. Whenever people from New York come to me, I sell them if their credit standing is satisfactory to me. There has been no interference with me except what I have read in the papers about interference during the strike of the men, that is all I know about it. This was a couple of years ago.

Cross examination,

By Mr. Rice:

The Witness: I employ about eight men. As far as I know they are not members of the International Brother-
[fol. 960] hood of Teamsters, Chauffeurs and Stablemen and Helpers. I know Charles Shairer. He is the inspector over in Newark. He goes around to various commission houses or around the various cars and inspects poultry. I don't think he does anything else. I have never seen him in company with John J. Conlin. He has come to my place of business. He would naturally talk to the men there, I suppose he does. The men working at the Railroad Terminals in Newark in the unloading of poultry are not union men that I know of. There are 11 people, I, my brother Aaron Newman, a bookkeeper and eight men working in my place. I am general manager. I manage the concern, but if a buyer comes in there, he can go to my brother and buy. He is secretary-treasurer. I do not know Morris Lieb. I know of the Superior Live Poultry Market in Passaic; a Harry Goldman in that corporation. He bought poultry from me but I don't know when exactly. He may have bought from me in April, 1931. I don't think I refused to sell him poultry. When I testified a while ago that at no time have I ever refused to sell anyone poultry, I had reference to men generally that wanted to buy poultry—if a man owes me a bill for goods, and comes

back next week, I won't sell him again. No one told me not to sell to the Superior Live Poultry Company. I know Louis Goldman, a marketman in Passaic. He never asked me not to sell to Harry Goldman of the Superior Live Poultry Market. I know Max Solomon. He is a commission merchant in Newark and in competition with me.

Redirect examination.

By Mr. Kaufman:

The Witness: At the present time he is in a hospital over here in New York. He has been operated on a couple of days ago.

[fol. 961] HARRY STEINBERG, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I have been a marketman of live poultry in the Bronx for the past two years. Before that I was working on the East Side. I am not a defendant in this case and was not one in the criminal case. This year I have lost about $12,000 as a result of the extension of credit to my customers. I discussed that matter with other marketmen during the summer of this year; with Mr. Siegel of the Bronx; with Mr. Simon of Harlem; and with Mr. Max Wolas of Harlem. After that a meeting of marketmen in the Harlem and Bronx was called, at the Franklin Casino on 19th day of October. There were, I believe, 26 in all from Harlem and the Bronx, out of approximately 29 doing a wholesale business.

[fol. 962] ABRAHAM FEIVELSON, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Perlman:

The Witness: I am a Jewish orthodox rabbi and secretary of the Rabbinical Board of the City of New York for the last six years. This is an organization from the orthodox Jewish rabbis of the City of New York, having about 150 or 160 members. They are not schochtim, only rabbis who preach in a synagogue. The members of our Rabbinical Board are the orthodox Jewish spirits of New York. From time to time there are submitted to our board disputes between Jewish organizations and Jews of New York City and members of the board sit in judgment to make decisions on these disputes. The hearing is called a Din Torah or decision. "Din Torah" is the law of the Bible. In other words, these hearings are under the law of the Bible. After we have that hearing we make a decision and give the parties the decision. Defendants' Exhibit D for identification is a decision. I recall the paper, I signed this. I remember the occasion, what it was that brought about the signing of that paper by me. The date is written in Yiddish, corresponding to either September or October, 1926. I remember Benjamin Rosenfeld, a marketman, coming to see me about the time that that paper was signed.

Q. Mr. Feivelson, did Rosenfeld appear before the rabbinical board?

A. Yes.

Q. Did representatives from the Schochtim Union appear before the rabbinical board?

A. Yes.

Q. Did Rosenfeld, Benjamin Rosenfeld of 80 Jefferson Street, sign the paper that you have in your hand?

Mr. Rice: I object.

The Court: Sustained, I don't care whether he did or not.

Q. Was there a hearing and discharge——

Mr. Rice: Objection.

The Court: Sustained.

Q. Did your rabbinical board give a decision at that time?

Mr. Rice: Objection.
[fol. 963] The Court: Sustained.

Mr. Perlman: I respectfully except to all these rulings. The only thing I want to show in this direct examination is that it is not true, that Rosenfeld is lying about it. Now, that was brought out by the Government's side.

The Court: I adhere to my ruling. Proceed.

Q. Did representatives of the Schochtim Union sign that paper?

Mr. Rice: Objection.
The Court: Sustained.
Mr. Perlman: I respectfully except.

Q. Was that paper written by you?

Mr. Rice: Objection.
The Court: Sustained.
Mr. Perlman: I respectfully except.

Q. Did Mr. Rosenfeld submit a dispute that he then had with a schochet of the Schochtim Union for decision by the rabbinical board?

Mr. Rice: Objection.
The Court: Sustained.
Mr. Perlman: I respectfully except.

Q. Can you translate that paper you have in your hand in English?

Mr. Rice: Objection.
The Court: Sustained.
Mr. Perlman: I respectfully except.

Q. You say the time he came to you was in either September or October, 1926?

Mr. Rice: Objection.
The Court: Sustained.
Mr. Perlman: I respectfully except.

Q. Did Rosenfeld come to the rabbinical board with respect to some dispute with either a shochet or the Schochtim Union after you signed this paper marked Defendants' Exhibit D for identification?

[fol. 964] The Witness: Benjamin Rosenfeld came to the rabbinical board after this occasion in September or October, 1926. The paper marked Defendants' Exhibit P for identification is in my handwriting. I sent that to the Schochtim Union.

Mr. Perlman: I offer it in evidence.
Mr. Rice: Objection.
The Court: Sustained.
Mr. Perlman: I respectfully except.

The Witness: The date on the paper corresponds to February or March, 1927, at that time Rosenfeld and the representative of the Schochtim Union came to see me and also a schochet named Possman.

Q. Do you recall what the dispute was between Benjamin Rosenfeld and Schochet Possman at that time that you sent that letter to the Schochtim Union, do you recall that?

Mr. Rice: Objection.
The Court: Sustained.
Mr. Perlman: I respectfully except.

Q. Was the dispute between Possman and Rosenfeld submitted to the rabbinical board for decision?

Mr. Rice: Objection.
The Court: Sustained.
Mr. Perlman: I respectfully except.

Q. Was any question with respect to the kind of business that Benjamin Rosenfeld conducted in his market ever submitted to the rabbinical board in 1926?

Mr. Rice: Objection.
The Court: What relevancy has that with this case?
Mr. Perlman: Well, Rosenfeld being called as a witness for the Government, we can show he has perjured himself in a material fact. I except to ask your Honor to disregard his testimony.
The Court: Objection sustained, you have not pointed out that it has any relevancy whatever. Proceed.
Mr. Perlman: I respectfully except.
The Court: It has nothing to do with the rabbinical board.

[fol. 965] Mr. Perlman: I will stand on the exception then.

The Court: I recall the questions put and I have a note of the questions put to the witness Rosenfeld in regard to this matter and what is here sought to be brought in is entirely immaterial.

Mr. Perlman: Your Honor will consider his testimony material, naturally.

The Court: I did not say that. It is on an immaterial issue.

[fol. 966] Jacob Goldwasser, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Perlman:

The Witness: I am a schochet and a member of the Schochtim Union. I was a schochet in the poultry market of Benjamin Rosenfeld at 80 Jefferson Street, in the year 1927, about seven weeks. I was receiving a week only $40. which at that time was the wage scale for a retail market. I never refused to kill poultry for Benjamin Rosenfeld while I worked for him.

Cross-examination.

By Mr. Rice:

The Witness: The delegate of the Schochtim Union is Charles Herbert. The office of the Schochtim Union gives me the job and not Charles Herbert. Whenever I get a new job in the market as a schochet the president gives me the job. He is Rabbi Jacob Bloom. In the office there are also the vice president, Milter, trustees and cashier, and Joseph Rosenman, the secretary. Mostly it is only the president who had anything to say about giving me a job at a market. The president back in 1927 and 1928 was Kalman Shapiro and the secretary at that time was Mr. Charlitt. Joseph Rosenman became secretary about two or three years ago. Maybe in the middle of 1928, maybe on the beginning of 1929. The president, Mr. Shapiro, sent me to Benny

Rosenfeld. He did not say I was not to kill for a wholesale customer. Charles Herbert did not tell me. I never saw him. He did not tell me not to kill for strange butchers. Whenever is coming a butcher I never refused. I worked for him seven or eight weeks, I never refused for somebody to kill. What Benjamin Rosenfeld testified about me refusing to kill three chickens for a butcher is not true. I am positive no one told me not to kill chickens for butchers that came into Rosenfeld's market. I know that Charles Herbert went to trial, and was found guilty and then went to jail for a while. I did not give money to defend Charles Herbert in that trial. I do not know that there was a collection made to defend Charles Herbert. I pay to the Schochtim Union four dollars a month dues. I have not [fol. 967] recently paid any money to Charles Herbert to defend him in any suit brought by the Government, and I don't know whether other schochtim have. I have never heard that the Schochtim Union has paid any money to defend Charles Herbert.

I worked for Louis Weidberg a few days, about three years ago. I did not see Jacob Rosenfeld assaulted by Samuel Weidberg in Weidberg's market. No one asked me to come to court and testify on that occasion. I don't know anything about it. I never was in court. I am here the first time.

[fol. 968] HARRY STEINBERG, recalled;

Redirect examination.

By Mr. Kaufman:

The Witness: I acted as Chairman of that meeting and opened up the meeting, said a few words to the body, especially about the way the butchers have been paying their bills because being that I was only about two years in the Bronx and from what I saw from my business I was wondering really how these butchers are getting credit and on what they are getting credit and I addressed the meeting, and the next speaker was Mr. William Simon. I told them and showed them facts that I was in the Bronx only two years and I can prove that I had over $12,000 losses in the past two years and that is the way they think they

can run business or give a butcher or anybody credit without asking how or who they do business, I think it is very poor business policy, and after I got through talking Mr. Greenfogel addressed them and explained — them how a credit association should go on. I asked the people present at that time to become members and handed out subscription blanks at that time to become members. These subscription blanks were signed by each one individually.

Mr. Kaufman: I offer the subscription blanks in evidence.

(Marked Defendants' Exhibit Q.)

The Witness: The initiation fee was $50. The market men members of this association were to pay to the Association by way of dues 50 cents for every thousand pounds of poultry that they sold at wholesale. No officers were elected, but the board of directors was. The first was Charles Siegel, Harry Steinberg, Max Wolas, William Simon, Al Winkel, Sam Brumberg and Benjamin Panish, seven people. After this meeting on October 19th a directors meeting was held five or six days later when the following officers were elected. Myself, president; Max Wolas, Mr. William Simon, vice president; Benjamin Panish; two treasurers were there, I can't remember which. One more elected to countersign with the treasurer. He was elected assistant treasurer. At the directors meeting it was decided to call another general meeting and if the body of [fol. 969] officers were elected, start functioning on the credit association. The second general meeting was held about two days later. I think it was a Saturday night, November 2, 1931. Thirteen of the twenty-six members have paid their dues, and the remaining 13 refused to pay, have not paid up to this date.

The association took an office and employed one secretary and a credit man. The secretary is a stenographer. The office sent out letters to get information but we received very few replies. This sheet of paper, Defendants' Exhibit R, is the form that the butchers or chicken dealers should fill out. For the collating of this information we have prepared index cards, a copy of which is Defendants' Exhibit S. There was a meeting of the Board of Directors and it was decided that if the members don't care to pay their dues and the office has to be kept running, if the dues can't be paid we will have to abandon the office, because the or-

ganization cannot afford to carry on with the present paying members. There was no discussion at any of the meetings of the Harlem & Bronx Live Poultry Board of Trade, Inc., to fix prices for the sale of poultry amongst market men or to allocate customers, or to refuse to sell butchers or chicken dealers for any reason, or about market men insisting on a receipted bill. There was a reference made to unpaid bills. At that meeting it was discussed that if a butcher did not pay his bill the market man should let the credit office know and if a customer came in to buy today that I did not know, why, I would call up the credit information bureau and find out his record.

If I were to see that his credit is good or his credit is not good, it would be up to me, if I would want I would extend him credit, if not, I could do just as I pleased. There was no discussion that the market men should report to each other as to the persons to whom they sold or anything else. One member I know stopped payment on his check and one member said that he couldn't belong to the association because he was a very small man and it did not pay him to [fol. 970] get credit information and we returned him his check.

Recross-examination.

By Mr. Rice:

The Witness: I am not a brother of Aaron Steinberg or any relation to him.

I have been in the poultry business about 15 years, working in the market. I was with the firm of Mirotznik and Rosenberg on the East Side in 1927 and 1928. Mirotznik paid money to the Chamber of Commerce at that time. From what I heard it was 10 cents a coop paid. I do not know whether he paid anything in addition to that.

I know Louis Weidberg. I couldn't tell you whether Weidberg came to Mirotznik's market in 1927 or 1928 to make collections for the Chamber of Commerce, because I never used to come down to the market. I was on the outside buying poultry in West Washington Market. I do not know whether there was any division of customers in 1927 and 1928.

At this meeting of the Harlem & Bronx Board of Trade about two months ago we discussed credits, collections—if

a butcher owes a man money we should see through this Board of Trade, we would have a lawyer and see that we collected our money if the butcher did not pay. There was no discussion of collection of bills. I would have to see that I collected it through a lawyer, sue him for it. We discussed at the meeting, about credit information. About collection of bills is something that everybody can do himself. We don't have to discuss that. There was no plan about making any butcher pay bills. I explained to the body if they wanted to find out credit information for a customer that came in to kill all they would have to do is call up the bureau and the bureau would furnish them with that information. That is all that was discussed. Nothing was said about demanding receipted bills. After the first meeting was held the price of poultry in the Bronx did not go up to 10 to 12 cents above the market quotation that I know of. I charged the day after the first meeting as much as I charged before. I really don't make the prices, the butcher [fol. 971] pays what he wants. We quote a price but whenever he comes to pay the bill he pays whatever he likes and we keep on selling him. What we charged on September 19th, 1931, I couldn't tell you, I am not the salesman in the place, I do the buying. We charged after the first meeting of the Harlem & Bronx Board of Trade about four cents above the market price. We are charging today the same thing, maybe less. The member of the Board of Trade who cancelled payment on his check was Max Cohen. I do not know what happened to Max Cohen the day after he cancelled payment of his check. I do not know that he went down to West Washington Market for poultry the next day and was refused poultry. I do not know anything about Max Cohen's difficulty. I was not responsible for it. There was no discussion among the market men of Max Cohen's refusal to join the organization. Max Wolas asked me to come here and testify. He is a defendant in this case and an officer of our association.

I have never seen Charles and Arthur Herbert and Max Wolas together. I did not see them in a conference, I seen them walking in the court. I don't know that they have a business together. I do not know that they levy a tax upon the ducks that are sold in West Washington Market. I don't know whether or not Max Wolas has any influence with the delegates of the labor unions. That wasn't dis-

cussed among the market men before the meeting was held. Max Wolas did not say that he could control the unions. I do not know anything about the practice that existed in 1927 and 1928 of demanding receipted bills from butchers. I never heard of it before.

William Greenfogel the lawyer made a speech at the meeting. He said a few words to the body, and explained to them what the association is to be, what credit information the association can give to the buyers and what help it can do for them. What it can do for them, it would be better than the way the business is running today on such free and open credit; that we are going to cooperate. He did not say we had a right to refuse to sell poultry or the right to demand receipted bills. No one did.

[fol. 972] We discussed the plan of this organization prior to their first meeting. Wolas, myself, Mr. Siegel and Mr. Simon, months ago, during the summer months, I think. We talked only about the credit information which was brought about especially by the way business was conducted in the Bronx, being that I was such a short time in the Bronx and I lost so much money on bad debts. We said nothing about dividing up customers. It isn't a fact that after we held out first meeting that the market men in the Bronx demanded receipted bills from good customers. No practice like that occurred.

[fol. 973] Louis Aronin, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a marketman and I have operated as Sunset Live Poultry Market in Bayridge section of Brooklyn for five years. I am not a defendant in this case and was not one in the criminal case.

I know a butcher by the name of Abraham Aaron. He has been doing business mostly with me about three years up to now. Sometimes he don't like to deal with me, when he don't like the quality or something like that. Sometimes I can't afford to sell him for his offer; either I accept or I

don't. I think I did business with Aaron in September of this year. I am not quite sure. I have been charging Aaron above the market quotation for poultry about five or six cents. On September 19th I really don't remember exactly whether he bought of me that day. I cannot recall whether I charged him 34 cents. If I did charge him 34 cents I paid myself for fowl 31 cents. I paid for fowl 31 cents on Yom Kippur; it was Saturday, September 19th.

I am a member of the association existing just now, of the Live Poultry Slaughterhouse Association, generally referred to as Mr. Tuttle's organization. I did not attend the meeting on August 6th at the Broadway Central Hotel. I belonged before it was the Retail Protective Association and then I signed to this one. I was a member of this Retail Protective Association about two years. No one has interfered with me in the sale of poultry, either as to whom I sell to or as to the prices at which I charge for poultry.

I know a butcher by the name of Maurice Cooper. He has been doing business with me about two years. I have been charging him above the market five or six cents on the pound. On September 19th I did not charge him eight to ten cents a pound above the market. He did not complain to me about the price I was charging him. He might [fol. 974] ask me "why so dear?" I explained to him that the stuff cost me more than the market that day. He wanted fancy stuff and then we agreed to it. I did not tell him there was a combination in existence. I did not tell him that I was compelled to charge the higher price by the higher-ups. I did not have any such talk with him at any time or with anybody else. I am not compelled or told by anyone as to what price I should charge. He did not ask me to let him buy in another market. I could say for the past time that he buys from me, he went out once this summer. He was out of business and he didn't buy, I didn't deal with him and as soon as he opened up back again he started to deal with me again. With the exception of once or twice he went away, he didn't like the poultry, he went over and killed a day or two somewhere else and he didn't find anything better, he admitted to me, and he came back and he said, "As long as I know somebody else is not getting better poultry I am not going back again," and he deals with me up to today. I did not say to him that if he went to another market that I would continue to get the

profit on anything he bought just the same. I do not get the profit from any other market men on what they sell to any customers, neither do I pay anybody any profit, that I make on the sale of poultry to somebody else's customers. I am sure there was no such conversation.

Cross-examination.

By Mr. Rice:

The Witness: I have no partners. I have in my place two members of Local 167. One steady schochet and a helper. I sell per week about 12 to 15,000 pounds, about 75 coops. I don't remember if Aaron bought on September 19th at all. I sold to the other butchers on that day from 31 to 34 cents for fowl that came in by express to the market. I paid a high price for that and I got a good price for them. I didn't have or sell any chickens classed as "colored chickens average." I had Indiana poultry, the higher priced poultry. I paid a cent above whatever it is quoted on the quotation, on some of the poultry. I don't [fol. 975] remember that the quotation for chickens on September 19th was 22 cents per pound. If I look up my purchase I could tell you more about it. Sometimes 99 per cent of all of the poultry coming into New York comes by freight. Sometimes I buy a lot of express poultry because my customers are particular, they want to have good stuff and if the freight is not good enough, I buy express. I paid 31 cents a pound for express fowl. Express fowl is one, two or three cents more than freight fowl. It is according to the situation of the day. There is lots of it, there are lots of times when there is a difference of four or five cents a pound. I will undertake to produce my books for September 18th and September 19th showing what I paid and charged for all of the poultry that I bought and sold on those two days.

Redirect examination.

By Mr. Kaufman:

The Witness: Cooper owes me $352 or $357, or something like that. He made an arrangement to pay me that money over a period of time, in August of this year. He didn't pay anything yet. The receivers were charging for

poultry on September 19th 28 cents for fowl and 26 cents for chickens. As to the chickens "average heavy" quoted in Producers Price Current for September 19th, at 22 cents, I don't know if it is wrong or right, but I know I didn't get these prices.

Mr. Kaufman: I offer in evidence the Producer Price Transcript that Mr. Rice just gave us as of September 19, 1931.

(Marked Defendants' Exhibit P.)

Recross-examination.

By Mr. Rice:

The Witness: I don't know what somebody else paid but I know I could not get any poultry unless I paid them the highest price they asked me and even then I could not get enough and I had to go to the market and buy express fowl and pay anything they asked me—to get poultry because I had orders to fill.

Q. If you saw that the market quotation on that day was 21 cents, you would not pay 26 or 28 cents would you?

A. The market quotation is 22 cents, that is the lowest, but there is higher. There is premiums mentioned in the quotation, two and three cents above that also.

[fol. 976] The Witness: I have paid more than the market quotation as it stood in the Producers' Price Current lots of times, positively. I will prove it. I do not deduct from my bill if the commission men charge me more than market quotation.

Morris Cooper still owes me $350 and some odd. I sell to his partner who is liable. He didn't take off anything. When I went out this summer, out of business, his bill for the week was $350 and some odd dollars. When I came for the money, he said he was tied up, to wait, he can't pay now, he is going to pay up in full, I should wait. He never made any attempt to pay. I am selling now to Mr. Plgahman, his partner.

[fol. 977] Louis H. Horowitz, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a live poultry commission merchant in Newark, New Jersey, doing business as Interstate Live Poultry Company. I am connected with this firm for the last four year. Previous to that, I was 20 years in business, live poultry. I did business in the year 1931 with the Superior Live Poultry Company, but I don't recollect exactly the time or month. It owed my firm nearly $2600. After they owed me that money and the checks started to go back, then I refused to give them credit. I used to sell to marketmen in New York. I do not know of any interference with my selling poultry to anybody. I never told Mr. Lieb that no commission merchant in Newark would sell to him. I never had any such conversation with him that I know of.

Cross-examination.

By Mr. Rice:

The Witness: I never told Mr. Lieb if he could get poultry anywhere in the market to let me know.

I was a member of the Newark Live Poultry Protective Association in 1928. The members of that were all the marketmen from Newark. I was a marketman at that time and the president of that association.

Q. Did you not commence collections in 1927 or 1928 of one cent a pound on the poultry sold by Newark marketmen?

A. No sir.

Mr. Kaufman: I object to that as incompetent—certainly collateral to this issue here.

The Court: Overruled.

Mr. Kaufman: Exception.

The Witness: I do not know John J. Conlin in person. I have heard about him. I don't think I have seen him. I read in the press he is a delegate of the Schochtim Union. He did not work with our organization in 1927 and 1928 and was not hired by it. I never collected one cent a pound from the marketman, on all the poultry they sold

or any sum at all. I did not pay anything to the organization. We just come around and discuss business. I knew [fol. 978] Mr. Roth in the poultry business. Our organization never prevented him from buying poultry. He always had poultry. He was underselling the marketmen to a certain extent in Newark. Neither I nor the organization did anything about it. I don't know whether Conlin did or not, I don't know the man. I do not know that Roth was refused poultry in West Washington market at that time. I know Charles Sherer, food inspector on poultry. He worked for our organization at that time, inspecting poultry; that is all, he didn't prevent marketmen from loading poultry. He never had anything to do with that. I do not know that many people were unable to buy poultry in Newark in 1927 and 1928.

[fol. 979] DAVID MARSHALL, recalled.

Direct examination.

By Mr. Kaufman (continued):

The Witness: I have made an examination of the check books of the Greater New York Live Poultry Chamber of Commerce for the period of the year 1929 and the early part of 1930. The first book starts with stub check #2001 and is dated December 15, 1928, and the book continues down to and including stub check #2492, dated November 16, 1929. After stub check 2492 there are three pages of stubs on which there is no writing except on the page immediately following the writing under the date of November 16, 1929 appears the word "void" written three times.

Mr. Kaufman: I offer in evidence this book.

(Marked Defendants' Exhibit U.)

The Witness: The second book begins with stub check #2501 dated November 18, 1929. The stubs are filled in up to and including #2573 dated January 31, 1930. In the balance of the book there is no writing.

Mr. Kaufman: I offer this in evidence.

(Marked Defendants' Exhibit V.)

The Witness: I have examined Government's Exhibit 25 showing a list of the payments made by Bernstein & Sons to the Greater New York Live Poultry Chamber of Commerce and have compared the list of payments as set out in Government's Exhibit 25 with the receipts deposited by the Chamber of Commerce as appears in the check books Defendants' Exhibit- U and V; they both agree. Exhibit 25 indicates that between the period December 15, 1928 and January 31, 1931 the Greater New York Live Poultry Chamber of Commerce received $54,842 and the check books Exhibits U and V show the receipt of the same amount. I have calculated the expenditures made by the Greater New York Live Poultry Chamber of Commerce between those two dates which total $63,167.87. They expended approximately $9000 more during that period than they [fol. 980] received. The bank balance of the Greater New York Live Poultry Chamber of Commerce on the 15th of December 1928 must have been at least the difference between the amount received and the amount expended. The books indicate that the Greater New York Live Poultry Chamber of Commerce made their expenditures as they received the money from Bernstein & Sons. I have prepared a summary from the books Exhibits U and V as to what the sum of $63,000 odd that was expended. They are: legal expense, $28,325.00; that was paid to various attorneys, John W. H. Crim received approximately $23,000 of that total of $28,000; stenographic services and transcript of trial minutes to MacClinton and Bruckheimer who are the official reporters on the criminal side of this court, $7,519.75:

Bail bonds	$5,188.00
Traveling expenses	2,631.77
Accounting service	1,200.00
Inspection salaries	7,450.00
Outside inspection cost, that is the Department of Agriculture	221.25
Advertising	249.10
Rent	1,575.00
Office salary	2,992.00
Miscellaneous expenses	1,191.14

Miscellaneous consists of small items, such as stationery, printing and any other items no larger than $15 that did not fall in any large calculation. Telephone was $94.86.

Repayment of loans made to the Chamber of Commerce	4,100.00
Charity	500.00

That gives a total of $63,167.87.

[fol. 981] JULIUS KASTEIN, called as a witness on behalf of the defendants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a poultry commission merchant or receiver at West Washington Market. The commission merchants sell to the marketmen. They get their poultry from the shippers in the west which comes here either by freight or express. I am familiar with the market price of poultry. The market on September 19, 1931, was very firm. We had a very strong demand and the demand was greater than the supply. The values settled that day for the average grade of poultry only as a basic settling price for the ordinary stock at 23 cents. While the finer grades of fowl sold that day as high as 28 cents, the bulk of the stock sold that day about ten carloads at 27 cents, my real fancy poultry. On chickens that day I estimated 26 cents for my Indiana grades. In order to get to a definite price and values we got to decide on a basic settled price for the ordinary grades, and the finer grades sell at a premium basis according to quality, one cent premium, two cents premium or three cents premium,—in some cases four cents premium, it all depends on the quality of the poultry. That is freight poultry. As a rule the finer grades, the express, usually exceed the price of the freight. This so-called set price is usually made between 12 and 1 o'clock. The marketmen go to the railroad early in the morning and buy their poultry and at the time they buy their poultry they only agree at times on the premium they are to pay, but the basic price is set later in the day. The only arrangement that is made between the marketman and the receiver on the railroad is that the marketman will have to pay a premium of 1, 2, 3 or 4 cents a pound over the price that is

quoted by the receivers during that day between 12 and 1 o'clock. The marketman usually don't sell it until the following day. He gets it in his place and comes on the Exchange and we argue out what we think the price should be, buyers and sellers, and then we both agree.

On the 19th of September, 1931, the basic price on an [fol. 982] average crate of chickens was for the ordinary quality 22 cents; but I sold my fine grades that same day, the real Indiana quality for 26 cents, and we sold some Rock Chickens, straight Rock Chickens, at 28 cents. The difference between fowl and chickens is that fowl you use for soup; chickens you usually use for roasting. As to the different classifications of fowl, such as fowl color heavy, fowl color average weight, and fowl color light to medium; light to medium is usually the upper sizes of fowl; undesirable; the average grade of fowl you get from Oklahoma—not good quality; the good quality is a little heavier fowl, that comes from Nebraska; then Ohio and Indiana fowl which are really fine. The same thing pertains to chickens, the heavier the fowl or chicken, the more they are worth. Broilers are usually used for frying. I do not see any reference to broilers on Defendants' Exhibit T. What the market was for broilers on September 19th I really could not tell you. It is not quoted. I know about that time of year broilers and chickens sell about the same price. The printed matter on Defendants' Exhibit T, beginning at the end of the fourth column on that page under the heading of live poultry freight says: "Today 32 cars were in, all of which are being unloaded. Contents are:

968 coops colored fowls.
175 coops Leghorn fowls.
1414 coops colored chickens.
140 coops of Leghorn chickens.
33 coops of cocks.
40 coops of ducks.
2 coops of geese.
2 coops of turkeys.
2 coops of rabbits.
4 coops of pigeons."

"Fowls and chickens entirely in seller's favor and higher with the great bulk of the stock, selling today above average markets."

"In addition to the premiums given below a further cent is being charged for Indiana grade fowls and 1 and 2 cents further is being charged for pet marks of colored chickens with a heavy mixture of Rocks. Ducks easier."

[fol. 983] A heavy mixture of Rocks means it would have quite some Plymouth Rocks with colored chickens. Plymouth Rock chickens are more desirable chickens. You could not buy colored fowl average for 23 cents, on September 18, 1931. I sold a car from Kentucky which is very ordinary at 26 cents. I sold seven cars at 27 cents that day; I sold two more cars at 26 cents that day. 26 cents was the cheapest price at which I sold fowl on that day. Under the heading of Express and Truck Fowls colored at 27 cents, on Exhibit T, that means the better grade sold at 27 cents, but you could not buy the better grade that day at 27 cents. The 19th of September was a Jewish holiday, the demand preceding the holiday is much greater, especially for the finer grades. They want the heavier fowls that day. I don't think any fowl sold that day for 22 cents. I sold poultry on the 19th of September to the Sunset Live Poultry Market and I have brought with me a copy of my bill. I charged him for fowl on that day 27 cents. I gave him some Rock Chickens at 28 and I gave him some chickens at 25. On September 19th we sold the Sunset Live Poultry Company:

1589 pounds of fowl at 27 cents.
305 pounds of Rock Chickens at 28 cents.
187 pounds of Leghorn fowls at 19 cents.
1606 pounds of chickens at 25 cents.

I believe for express fowls I got on that day around 30 cents fancy New England fowls. As a matter of fact, I was short of fowls that day for my trade and I bought some from another firm and paid 30 cents, and I did not charge my customers any profit on that; I charged the same price. I know that other receivers were selling poultry at higher prices that day than I was selling. It depends altogether on the grade of poultry that they had on hand.

Cross-examination.

By Mr. Rice:

The Witness: I don't think there was a market on September 18th. I cannot tell what the market was on Sep-

tember 17th, offhand. The "Producers' Price Current" dated September 17th shows average grade of chickens on the 17th—21 cents; and better grade fancy selling at one [fol. 984] or two cents premium, coming to 23 cents. Colored medium chickens are quoted at 19 cents on that day, but that does not mean anything; it means that some chickens might have sold at that. My records show me that we sold Rock chickens at 28, colored chickens at 26 and some colored chickens at 25. There was no medium; we had the market very firm that day. According to this paper, it is quoted 22 cents on average chickens on September 19, 1931, and on September 17th medium colored chickens were quoted at 19 cents. On September 18th there was no quotation, if I am correct. The quotation is not the same on September 18th as on the 17th. Whenever we omit the quotations, it is on the basis of the following day. We do that sometimes on that basis when they do not sell it until the following day. The marketman who bought on September 17th for 19 cents did not sell that poultry on September 19th. Saturday is a holiday, and the slaughterhouses do not operate on Saturday. The Exchange is operating but the slaughterhouse cannot do business on Saturday. I sell a very high grade of poultry. We try to get the best we can. I try to get all I can for my poultry; I don't care what the others do. If the trade wants good poultry, they come to me and have to pay the prices for it.

We have a credit organization. It did not go around to the various markets in Brownsville and Williamsburgh and tell them to raise the price of their poultry three cents. I am absolutely sure of that. Neither I nor any representative of our organization ever discussed prices with any of the marketmen in Brownsville or Williamsburgh. I did not tell them that we were forming a new organization whereby every marketman would go up three cents regardless of what he had been charging before. I did not refuse poultry to the marketmen that refused to supply the credit information. I never refused any poultry to anybody who I thought was a good risk.

Redirect examination.

By Mr. Kaufman:

The Witness: According to the "Producers Price Current" for September 18th, 1931, there was no market for

that day, so that the marketmen did not know what they were going to pay for poultry bought on September 18th, until the price was settled on Saturday, the 19th, between [fol. 985] twelve and one o'clock. When the marketmen went to the receivers to buy their poultry, all that was agreed on was the amount of the premium that they would pay over and above the settled price.

[fol. 986] HARRY SCHATT, called as a witness on behalf of the defendants, having been duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am a salesman for Service Commission Company, receiver in West Washington Market for express poultry. We did business with the Sunset Live Poultry Company on the 19th of September, this year. I have produced our records showing our transactions with the Sunset on the 19th of September. We sold that company 438 pounds of fowl on September 19, 1931 at 31 cents a pound and it paid us for it.

Cross-examination.

By Mr. Rice:

The Witness: I did not sell the Sunset any on September 18th or 17th. I had no fowl on those days. On September 18th we had ducks, and we also had broilers. We charged for broilers 29 cents. I have not got the record for the 17th. All I had was broilers on the 18th. I do not think I had any chickens. I just had fowl and broilers and ducks on the 19th.

[fol. 987] GARLAND GALLOWAY, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kauffman:

The Witness: I am manager of the Galloway Credit Bureau whose business is to accumulate and disseminate

credit information with respect to market men of live poultry only. We give the information that we get to the receivers in West Washington Market. Our Bureau is a Central place where the receivers go to get their information with respect to market men who desire to purchase from the receivers. During 1931 we had no credit information on Barney Hecht, nor any financial statement. I know about his credit standing, but not from any records that we have on file. I know Max Cohen. He is one of the individuals in a corporation called the Pleasant Live Poultry Corporation. I have statements that have been taken from his books showing that he is indebted to the extent of five or six thousand dollars, which is all past due. He has been behind in the payment of his bills for at least one year. I know he gave checks in the market that came back. In several instances, and I cannot recall the dates or the amounts, but I was called on the 'phone several times by the commission merchants and asked to get in touch with Max Cohen regarding checks which had come back. Just recently I have had one on a cash sale. I mean he bought poultry for cash, gave a check in payment, and the check came back. Mr. Cohen has called a meeting of his creditors. I was there, and I have talked with him. Mr. Cohen came to my office and spoke to me and told me that he was not in a position to pay his bills and requested an extension of time and I made arrangements with him, with one creditor who we were about to sue on his account, for him to pay $25 a week.

Cross-examination.

By Mr. Rice:

The Witness: All the marketmen are at some time or another indebted because they buy on a weekly basis. Five or six thousand dollars of indebtedness is much in the poultry business, especially when it is past due. A great [fol. 988] number of marketmen are indebted for three or four times that much.

Redirect examination.

By Mr. Kaufman:

The Witness: The marketmen who owe much more than five or six thousand dollars in the market pay their bills promptly. Mr. Cohen did not pay his bills promptly.

Mr. Kaufman: Will you stipulate, Mr. Rice, that we may, if you desire, read into the record the testimony given by Mr. Galloway at the criminal trial respecting Mack Harnett?

Mr. Rice: I will on the condition that we be permitted to read the testimony of Matthew Harnett and of Mack Harnett in response to Mr. Galloway's testimony.

Mr. Kaufman: It is all right with me.

Mr. Rice: Certainly.

Mr. Kaufman: Yes.

[fol. 989] HARRY STEINBERG, recalled.

Direct examination.

By Mr. Kaufman:

The Witness: I am one of the largest buyers of poultry in the New York market. This is the way prices are ranged from the marketman's point of view when he goes to West Washington Market and buys poultry. I get down to the railroad about seven o'clock in the morning. I look my poultry over. I see a car of poultry that I like and I ask the commission men how much they want for this car of poultry. Well, if he thinks the market must not go to him, there is no price established in the morning on the railroad, but if he thinks the market must go to him, he says, "Well, I can sell you this car of poultry for one cent over anything mentioned in the quotation." If he thinks the market ain't so good, he says, "It will cost you the top price, whatever is quoted." You buy poultry on the railroad, all your supply, and sometimes if you run short of poultry on the railroad, you run down to the market and try to buy express poultry.

In order to get this express poultry, the man who wants to sell it says, "I will sell you this lot of express fowl, I don't care what the quotation is, but I have got to get two cents more than quoted in the quotation," and of course naturally I take the poultry because I need it.

Buyers, receivers, jobbers, they get up on the exchange and bids are made and offered and Harold Tabor, the man who is there for the Producers Price Current, he takes these bids. Sometimes he takes the higher bid, sometimes

he takes the lower bid, and he mentions in his quotation, sometimes he submits bids and the value of poultry is established and the amount of supply that is in New York.

If the supply that is in New York is not too much, why, there is some statement as to how much the price should be—only on what is offered to sell and what buyers offer to pay.

On the 19th of September I bought in West Washington Market from about six or seven people. The market on [fol. 990] that day was 27 cents on freight fowl and 29 cents on express fowl. I paid 31 cents for practically all of my poultry. This paper is a ticket from the Chelsea Live Poultry Company. I got it on the 19th of September when I went over there and bought poultry.

Mr. Kaufman. I offer that in evidence.

(Marked Defendants' Exhibit W.)

The ticket says I am to pay two cents above any express premium mentioned in the quotation. It was signed early in the morning on September 19th. The market quotations established between twelve and one o'clock. At the time I took that paper and ordered that fowl, I did not know what I was going to pay for it. All I know, I agreed to pay two cents over any market quotation. Subsequently I got this bill for that purchase.

Mr. Kaufman: I offer that in evidence.

(Marked Defendants' Exhibit X.)

Referring to Defendants' Exhibits W and X I paid for the fowl that I bought from the Chelsea Live Poultry Company on September 19th, 31 cents a pound. That is express poultry. On the same day I bought express poultry from Michael Garlick & Son. With respect to each purchase I got a ticket in the morning and a bill after the prices were established for the day.

Mr. Kaufman: I offer in evidence the bills and the order tickets, as one exhibit.

(Marked Defendants' Exhibit Y.)

I paid for fowl that day from M. Garlick & Sons 31 cents, and I bought 2,442 pounds. I also bought some fowl on that day, 1,243 pounds of fowl, at 23 cents a pound—that is Leghorn fowl.

Cross-examination.

By Mr. Rice:

The Witness: I buy express poultry when I cannot get enough freight poultry. Express poultry is higher than freight poultry. Sometimes two cents, sometimes three cents, sometimes five cents. The price of medium colored chickens on September 19th was 22 cents.

[fol. 991] Max Solomon, a witness called on behalf of the defendants, testified as follows:

Direct examination:

The Witness: I have been a commission merchant in the live poultry business in Passaic, New Jersey, for a few years. I am incorporated as the North Jersey Poultry Company, a corporation of the State of New Jersey. I have known Barny Hecht some years. I did not sell any poultry to Mr. Hecht until about a few months ago, when he came to my place of business. It must have been in September, 1931, if I am not mistaken. I sold him once. The man owes me money; he didn't pay me. He took me off two cents on the pound on that one sale. He paid me, but he took off. I had a hard time to get from him. He was supposed to pay cash for it. He gave me a check, the amount was smaller than the purchase and he deducted two cents on the pound. He did not come to me at any time after that to buy merchandise. He says he can go to Philadelphia and buy better stuff than in Newark. I did not at any time during the year 1931 ask Mr. Barney Hecht to come to me to purchase poultry from me. He called up for poultry, and I says "If you will bring cash, I will sell you stuff." That was before this sale that I referred to. He wanted me I should send over poultry and then he would pay—I wouldn't do this. I says "Bring the cash". After that conversation on the telephone, Mr. Barney Hecht came to Newark where I unloaded the merchandise on the railroad. It was there that he asked me to sell the merchandise, and the sale which I made to him in September was the result of that conversation. I never told him that I would not sell any merchandise to him. I never told him

in words or in substance that I would not sell any mer-
[fol. 992] chandise to him because if I did sell merchandise to him gangsters would beat me up. I never mentioned anything of that kind. No one had ever threatened me in any manner or told me they would do anything to me if I sold any merchandise to Barney Hecht. I did not tell any other person that I couldn't sell merchandise to any person because I was afraid that gangsters would cause trouble for me. I was not at any time ever threatened or told by gangsters I should not sell merchandise to any person. I don't know of any other commission man in Passaic or in Newark who was told not to sell any merchandise to any particular person, nor did I ever hear any commission man say that he had been told by anyone not to sell merchandise to Barney Hecht to any other marketman in New York.

Cross-examination:

The Witness: Barney Hecht did not tell me why he came to Newark for poultry. I wasn't very sure this transaction with Hecht was in September. I think it was. If Barney Hecht testified his difficulties were in April, 1931, I think he is wrong, it was later than April. I sold him poultry, and I did not tell him I didn't want to sell him poultry. He did not tell me why he came to me to buy poultry, and I do not know why he came way over to Newark to buy poultry. Nobody suggested the reason to me. I know there are many places in West Washington market where he would ordinarily be able to purchase poultry. There are many days on which the commission man himself calls us up to Newark to sell him this merchandise because they are short of it. I don't remember whether any commission man called me up on this particular day. They called me numerous times, but not in relation to Barney
[fol. 993] Hecht. My records can show when I sold him merchandise. I have never refused to sell Barney Hecht poultry. On this occasion when he came over to buy poultry from me, I demanded cash. I got a check; he says he don't want to carry cash with him. The check was paid. The check was made out, a blank check, for an amount. After, when the bill was sent to him he took off from the purchase two cents on the dollar. He gave me the check at the time of the purchase. He took off the two cents when

he gave me another check for a lesser amount. He owed more money. I didn't cash the first check for the full amount, because I wasn't in New York then. I couldn't cash it. He gave me the second check about a week after the first one. The first check was cashed in the meantime, but the amount of the purchase was bigger than the check he gave and then when he got the bill, instead of paying the full amount he deducted two cents on the pound. As to why he was deducting the two cents, he said that is the way he wants to buy in Newark, otherwise he can go to Philadelphia and buy better merchandise. He did not say I was overcharging him. We charged him market price. He says he don't want to pay the full price. He said that he could have gotten it cheaper on that day in Philadelphia. I didn't follow Barney Hecht around to the other commissions houses. I don't know whether or not he was refused poultry by other commission men.

I know Abram Kantor in Passaic. He is a private business man, not in the poultry line. I should judge he held stock in the Superior Live Poultry Market. I saw Abram Kantor there. I did not tell the proprietors of the Superior Live Poultry Market that I could not sell them any poultry. I didn't want to sell them poultry. They owed me [fol. 994] eight hundred and until they paid me, I wouldn't sell them. It was in the beginning of 1931, maybe around March 23rd. They owed me $1,200.00 for merchandise and they wanted more stuff. I demanded money and they only gave me a couple hundred dollars. I did not say when I entered that market that I couldn't sell any chickens to the Superior Live Poultry Market. I refused to sell them but I did not say, "I have six or seven customers in Passaic and they tell me that if I give you chickens I will lose them as customers." I did not say I had been threatened or that my life was involved if I sold any chickens. I told them to pay me my bill then I will sell the merchandise. I did not say anything about other market men. I do not know if the Superior Live Poultry Market was underselling the other markets in Passaic. Nobody told me that they were underselling and therefore I should stop selling to them. They wanted merchandise without money. I don't know the Superior Live Poultry Market was a charity corporation and that they were advertising that they would sell at cost and that any profits they made would go to

charities. Maybe there was a thing like that, but I can't remember.

I know that the Superior Live Poultry Market went outside of Newark to buy poultry. I don't know whether other commission men in Newark refused to sell them, or not. I know that I refused to sell them until they paid me $868.00. I don't know that the Superior Live Poultry Company went to West Washington Market in Manhattan and attempted to buy poultry from commission men there and that they were refused poultry.

I don't know the name Max Keslin, who works around West Washington Market. Maybe if I saw the man, maybe I would.

About three or four weeks after the first time I talked with Abram Kantor at the market of the Superior Live Poultry Company I asked him for my money, nothing else. He says, "We got to get in the money and we will pay you every cent we owe you." About buying poultry from the [fol. 995] commission men he said nothing. He said that they took my money and went to Philadelphia to buy. Kantor had the money and went to Philadelphia. I asked him why he didn't pay me. They never offered to pay me my money. They owe me. I don't know that there was an attempt on the part of the market men of Passaic and Newark to oust the Superior Live Poultry Market from the business because they were underselling their competitors. I was selling the market men in Passaic, the market men in Newark and the Superior for a long time. Then I refused to sell the Superior because they didn't pay. They never agreed to pay. They wanted the merchandise and they didn't want to give any money. Louis Goldman never told me that he didn't want me to sell to the Superior Live Poultry Market. He had a market near by the Superior Live Poultry Market, but I don't know whether the Superior Live Poultry Market was underselling him and other market men. My business was only selling the merchandise. On the second occasion that I talked to Abraham Kantor on or about April 17th, 1931, I did not tell him that I was very sorry that I couldn't sell him poultry but I couldn't be blind because my life was involved; nothing of the kind. I did not tell him that the market men or anyone else had said they would kill me if I sold chickens to the Superior Live Poultry Market. I

don't know that Mr. Horowitz, a commission man in Newark refused to sell poultry to the Superior Live Poultry Market or that the Superior Live Poultry Market attempted to buy poultry there after I refused to sell them. I did not tell Morris Leib in March, 1931, or thereabouts that I had been trying to sell him chickens but that now it was impossible for me to sell any more chickens to him. I did not tell him anything of that sort. I know that Harry Goldman went to buy chickens in Indianapolis before when I dealt with him, not after. When I said a while ago that the Superior Live Poultry Market had taken the $800.00 that it owed me and had gone out of town to buy poultry, [fol. 996] that was Philadelphia. He didn't go afterwards to Indianapolis, not as I know. He never came back to me and tell me he had to pay four cents more a pound because he had to get the poultry in Indianapolis after I refused to sell him. I didn't tell Meyer Baker on or about March 23rd, 1931, that I couldn't sell any chickens to the Superior Live Poultry Market or that the members of the Association of Chicken Dealers of Newark had ordered me not to sell any merchandise to Meyer Baker.

I know a man by the name of Charles Scharer. He is a feeding inspector at the railroad terminals. I don't know who you mean, by John J. Conlin, the delegate of Local 560 of the Chauffeurs Union. I never saw him. I don't know that back in 1927 and 1928 Charles Scharer and others attempted to form several associations of market men in Passaic, in Patterson, Newark, and other cities in New Jersey.

I know that there were several associations formed at that time, 1927 and 1928. Maybe there was an association of market men from Newark formed, of which Louis Horowitz was president. I don't know anything of the kind, that they collected one cent a pound on the poultry sold in New Jersey from the market men. I do not know that one cent a pound was collected on the poultry sold in New York. I have no knowledge whatever that the market men were dividing up customers in New York in 1927, 1928 and 1929. I don't know anything what is going on in New York. Many people bought in Newark and we sold to everybody. We sell to everybody today.

I don't know Sam Davis and never heard that he was refused poultry in Newark. I sell to a great many market

men, steady buyers, in Newark for credit. I sold the Superior Live Poultry Market on credit too. I demanded cash from them because they didn't pay. I demanded money for my merchandise and I demanded money from [fol. 997] Barney Hecht. I have money coming from many market men in New Jersey.

I know Nathan Fauer from the Standard Live Poultry Company. We unload the merchandise at the same place and he sometimes works right in my presence. I do not know anything of the kind that in the spring of 1931 Nathan Fauer stated to Harry Goldman of the Superior Live Poultry Market that he would sell him only if he took it at night in his garage and I do not know that Harry Goldman went into a garage near the Standard Live Poultry Market to accept a delivery of poultry.

Redirect examination.

By Mr. Berman:

The Witness: I did not at any time get the $800.00 which the Superior Live Poultry Company owed me. The original sale which I made to them was on credit and this $868.00 was a balance they owed me for the merchandise sold on credit. This $868.00 has been owing to me about six or eight months. I sold the merchandise a week credit. I believe that the bill was about $1,200.00 and the following week, before I wanted to give them more stuff, I wanted my money. I went in and instead of them paying me the bill, and I was ready to give them another week's credit, they gave me $400.00. I couldn't get them any more merchandise because it could raise up to a bill of $2,000.00, so I demanded my full money and they didn't pay me.

The reason I wanted cash from Barney Hecht was that he is an outside man coming in. I don't know him, I don't know whether his check is good and we want to be sure with our merchandise. We pay cash for our merchandise. I do not at any time extend credit to a man who is not one of my regular customers. As to the sale that I made to Barney Hecht, I remember the check was about $220.00 and the sale must have been something like three hundred and something, around that neighborhood. I can't tell exactly. It is a fair sale. I didn't know exactly what the market

would be, so I trusted him for part of the price. I didn't know what is the price at the market. They are making a [fol. 998] daily market on merchandise so I couldn't figure exactly the amount. The market quotation comes out in the afternoon and this sale I made to Mr. Hecht was in the morning.

Recross-examination.

By Mr. Rice:

The Witness: If I did sell again to the Superior Live Poultry Market it would have brought my bill up to about $2,000.00. I mean that they would buy about $1,200.00 worth of stuff, for each purchase. $868.00 represents less than one week's purchase because they gave me part on that payment as I stated before. They had owed me about $1,200.00, something like that, for one week's purchase and had paid me about $400.00.

[fol. 999] Defendants' Points Continued

Offers in Evidence

Mr. Kroppy: I want to offer in evidence, if your Honor please, the original petition and papers, all the briefs that were filed and submitted in connection with the defendants' motion to dismiss the petition. I first offer in evidence the original petition of which we have now the amended petition. The Government, as I understand it, now is making the same contention as to their right to obtain an injunction under the amended petition that it made at the time the motion was made to dismiss the original petition and I want to show that the Court on that motion by signing an order which was entered decided certain issues which I will object to your Honor passing upon the second time.

The Court: Let it be marked Exhibit Z for Identification.

(Marked Defendants' Exhibit Z for Identification.)

Mr. Kroppy: I offer it for the purpose of showing what the allegations were.

The Court: Excluded, you may have an exception.

Mr. Kroppy: Exception. I offer in evidence the notice of motion to dismiss the original petition which was made returnable on April 4, 1930.

I want to show by the petition, by the notice of motion returnable on April 4th, 1930, to dismiss the petition, by the order that was entered on that motion dismissing the petition and also by the briefs and contentions which were made at that time by both sides that the Court in entering the order at that time decided or ruled that to sustain its action in this case it was incumbent upon the Government petitioner to prove that the conspiracy alleged and described in the petition continued up to the time of the filing of the petition and it was not sufficient to simply allege that there was a danger of the conspiracy being revived or resumed and that it was not sufficient for the Government under the petition simply to prove also that certain of the acts and practices which were described in the petition were being continued by some of the defendants. I base my rights to prove what was actually contended and what [fol. 1000] was decided by Judge Mack in granting that motion and entering the order to dismiss the petition on what was held in the Supreme Court in the case of Oklahoma v. Texas, 259 U. S. 70. The Court said:

"What was involved and determined in the former suit should be tested by an examination of the records and proceedings therein including the proceeding they have submitted the respective contentions of the parties and the findings and opinion of the Court."

Of course, that refers to the case then in hand.

I want to show that in the brief which was submitted by the Government at that time, the same contentions were made and the same cases were cited in support of its right to obtain an injunction as are contained in a brief submitted in this case during the trial.

The Court: You have offered the notice of motion to dismiss. It will be marked Exhibit A-1 for Identification. Excluded.

(Marked Defendants' Exhibit A-1 for Identification.)

Mr. Kroppy: Exception.

Mr. Kaufman: It is not being excluded, as I understand it, on the ground it is incompetent?

The Court: Not at all. This is the order dated April 6, 1930 Marked Defendants' Exhibit B-1 for identification. Excluded.

Mr. Kroppy: Exception.

I also offer in evidence a copy of the Government's brief, dated April 4, 1930, submitted to the Court in opposition to the motion to dismiss the original petition.

(Marked Defendants' Exhibit C-1 for identification.)

The Court: Exhibit C-1 for identification excluded.

Mr. Kroppy: Also defendants' brief submitted in support of the motion to dismiss at that time.

(Marked Defendants' Exhibit D-1 for identification.)

The Court: Exhibit D-1 for identification excluded. Was that submitted to Judge Mack?

Mr. Kroppy: I don't think he read it. I think we discussed the cases in there and argued the thing orally before him. I think portions of it I read to his Honor, as I recall [fol. 1001] it. If your Honor please, I want the record to show that Exhibits Z, A-1, B-1, C-1, D-1 for identification are offered to be considered together on this proposition, and I also at this time offer to testify to the contentions that were made by the Government and by the defendants on the consideration of that motion to dismiss the petition.

Mr. Rice: I object.

The Court: Sustained.

Mr. Kroppy: Exception.

[fol. 1002] HAROLD B. TABER, called as a witness on behalf of the defendants, having been first duly sworn, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: My business is market reporting in country produce. I am connected with the paper called the "Pro-

ducers Price Current" referred to here as Exhibit T. I am treasurer of the company. I report the live poultry market. As to the quotations for live poultry on September 19, 1931 appearing in our paper, after due investigation, I inserted these quotations as representative of market values, derived on the basis of willingness to buy, willingness to sell of reported sales. At times there are no open market sales prior to 12 o'clock. If that is the case buyers are accustomed to meeting receivers on the floor of the New York Poultry Exchange. Every single buyer in New York is welcome there and every receiver is welcome there and they go over together the factors of supply and demand. They have exact knowledge of the amount of poultry that is in that particular day. They have almost an exact knowledge of the amount of poultry to come the following day so they have the factors of supply.

The buyers are there with the full knowledge of the factor of demand of their slaughter houses, they know how the poultry is selling then. They then enter negotiations. The buyers have only taken on what they need at their terminals and their sole purpose in going on the floor of the Poultry Exchange is to confer with receivers who have sold them the goods early in order to arrive at what is considered a fair and just price for the different items listed in the live poultry market and they debate back and forth until finally they arrive at a point at which buyers express an entire willingness to pay a certain price for the goods which they had taken from the terminals, which the receivers are asking for the particular goods. When they come to that point, why, then I always consider it tantamount to an open market sale. I usually record whatever [fol. 1003] they agreed to buy and sell it at. Under date of September 19th, we quoted a price there on average heavy of 23 cents. That average heavy line is regarded by the entire trade of New York as a sort of basic price. All finer grades are sold at varying premiums. I indicate the premiums on the various finer grades if they are obtainable. I indicate there that average heavy sold at 23 cents, that the fancier grades sold at the premiums. I have no price for fowl, colored heavy. The price for fowl colored heavy that day is stated in the line which we call a star line, at the bottom, which says: "Sold at premiums, one to two cents and fancy heavy at an additional premium equivalent

to 26 cents." I do not know on that day commission men were selling colored fowls for 29 and 30 cents a pound. I would have put it in there if I had known it. I do not pretend to report all of the sales that are made. I have a report every day of the great majority of sales. The situation in live poultry is exactly analogous to any other commodity. When you get a firm market the question of quality largely disappears. It is a proposition where buyers are hungry for stock, they are willing to pay almost any price within reason to get supplies. Under those conditions where you have a firm market the range of values rapidly disappears, it is a very natural situation, so that on a firm market it very frequently occurs that all fowls are selling at the top price and all chickens are selling at the top price or very close to it. The top price that I have here for fowl will be equivalent to 26 cents. I might say in that connection that I have no doubt there would be some that would sell at 27 cents. The market on September 19th, 1931 was firm and by reason of the firmness of the market, fowl brought near the top price of 26 cents, or a possible 27 cents.

The next paragraph relating to express and truck refers to fowl and poultry, that comes in by express and by truck rather than by freight from nearby states mostly, and says "Demand for fancy stock was keen and receivers refused to sell except one and two cents advance over any premium quoted, a good many colored chickens being placed on that basis." That means this: That the chickens that come in [fol. 1004] from nearby states by express and trucks are the cream of anything probably produced in the United States. Much of that comes in from the New England States, New Hampshire, Massachusetts. It is selected fowl as a rule, no cull stock in it.

To begin with it is probably worth during that period of the year almost any price within reason because it is selected stock, it is the cream. In the second place, the receivers know the quality of that kind of goods. Thirdly, that they have the upper hand in selling that kind of goods, they charge accordingly. They usually in the fall of the year put that kind of stuff above anything, they can quote anything above the current premium, whether it is on the back page or cover or anywhere else.

The prices I have in this Producers' Price Current is a sort of guide that the receivers and the market men use for the purpose of agreeing on the price between themselves on which price they add the premiums if the market is firm or subtract premiums if the market is very sluggish. With this explanation: In order to arrive at some basis of value, even in the express poultry, after I examine or after I acquire the knowledge of sales of an average grade of colored fowl in the freight market, I go around until I can get hold of sufficient business on an average grade of express fowl to warrant making a quotation which has an indication of value for that kind of poultry. The receivers of that very fancy fowl will never sell that stuff at the basic price; they will sell it at one or two cents above anything that I may quote or anything that I may mention in the report. For instance, I might see in the market that this kind of fowl just sold at two cents or one cent premium above the quotation, now, follow me: This kind of fowl will then be billed out at a four cent premium. If I mentioned nothing about a premium on selected heavy colored fowl on September 19th in the Price Current, I knew nothing about it, but that would not indicate that there were no such sales because a number of those sales are done without any knowledge that I have so I cannot cover them. I [fol. 1005] recall that on September 19th the Jewish holidays began, and the commencement of the Jewish holidays creates an unusual demand for poultry. By reason of that unusual demand the market is much firmer than it ordinarily is for that fine grade of stuff, and very frequently there are premiums on the sale of the fine grades by the receiver to the market men over and above what I report. That firm condition exists around all of the Jewish holidays when there are frequently premiums over and above what I record in our prices. Around the holidays, there is an extra demand for poultry, largely for the fancy poultry.

Cross-examination.

By Mr. Rice:

The Witness: The market quotation for chickens, colored, average, on September 19th was 22 cents. The mar-

ket for chickens colored madium on September 17th was 19 cents. Of the poultry that comes into New York not over 80 to 85% comes by freight.

In the past three years, I would say that at least five per cent more poultry has come from nearby states. In 1928, according to my estimate about 90 per cent of the poultry came by freight.

[fol. 1006] COLLOQUY

The Court: Gentlemen, there is one matter we discussed partly but did not dispose of on Friday. Near the beginning of this trial the Government offered in evidence the testimony taken at the criminal trial as against the convicted defendants, not as proof in this case even against them, but merely as to the Government's contention at that time to supplement the judgment role by way of identification or elaboration of the issues that were involved in that case.

Mr. Kaufman: My understanding, if your Honor pleases, is that you would entertain an application by the Government to substitute the record on appeal in the Circuit Court of Appeals rather than the stenographic minutes.

The Court: If it were agreeable to the parties it could be done. It cannot be done except on stipulation.

Mr. Kaufman: Your Honor is admitting the testimony on appeal rather than the record itself for the very limited purpose?

The Court: For the very limited purpose.

Mr. Kaufman: We do not waive the right of our objection and exception.

It is the Government's offer in lieu of the Government's testimony, Exhibits 1 to 4, is that correct, Mr. Rice?

Mr. Rice: Yes, that is perfectly agreeable to the Government.

Mr. Kroppy: I object to the admission of this record on appeal or even the stenographic minutes.

The Court: My ruling for the purpose of the motion is that the testimony as set out in the record on appeal may be taken as a substitute for the stenographic minutes here.

For the very limited purpose and on the terms I have stated.

(Marked Plaintiff's Exhibit No. 7 in evidence.)

[fol. 1007] Mr. Rice: Exhibit No. 54 represents the amount of the purchases for the various weeks made by Rubin Weiner from Schenkman's market, from October 30, 1930, to February 13, 1931.

(Marked Plaintiff's Exhibit No. 54.)

Mr. Kroppy: If your Honor please, in connection with Defendants' Exhibits Z, A-1 to D-1 for identification, I also offer at this time the Government's brief dated November 30th, 1931, in this action entitled, "Probability of Resumption of Conspiracy" which is market Exhibit E-1 for identification.

The Court: Excluded.

Mr. Kroppy: I want the record to show the purpose of this offer of the exhibit in evidence. It is offered in connection with Exhibits Z to D-1 for identification inclusive of the purpose of showing that at the time of the motion that was made by the defendants to dismiss the original petition which was heard before Judge Mack on April 3rd, 1930, the question was raised at that time as to whether it was sufficient for the Government to prove in this case merely continuance of acts and practices on the part of some of the defendants or all of them without proof of the continuance of the conspiracy itself and of its existence at the time that this action was started and that the Government contended that that was all that was necessary for the Government to show and I contended to the contrary.

I contended that it was necessary for the Government to allege and prove that the conspiracy, alleged and described in the petition, was in existence and was continued from August 20th, 1928, to the time that this suit for injunction was started, and that there was a danger and a threat that the conspiracy itself would be continued after the filing of the suit.

I want to show that after the court heard these contentions and read the motion papers that he granted the motion to dismiss the original petition with leave to file an [fol. 1008] amended petition within ten days after the service of the order dismissing the original petition and that in effect his ruling was that the Government would have to file a petition alleging that the conspiracy alleged in the original petition was still in existence or was continued up to the time that the petition was filed and that there was

danger of it being continued thereafter or that there was a threat of it being continued thereafter. I want the record to show that I offer these exhibits, from Z to E-1 for identification separately in regard to this particular matter and secondly I offer them in connection with all the testimony, if your Honor wants to take such testimony showing the questions that were submitted at that time. I wish to note an exception to your Honor's ruling.

MOTIONS TO STRIKE

Mr. Kaufman: The defendants rest and I renew the motions made at the close of the Government's case, including the motions to strike out the testimony of various witnesses made at the close of the Government's case.

The Court: Overruled.

Mr. Kaufman: Exception.

Mr. Kroppy: I want to make a motion to strike out all the testimony and exhibits regarding the L. W. Credit Association and the Harlem and Bronx Board of Trade and the Live Poultry Dealers Protective Association and Live Poultry Slaughter House Association on the ground they have been shown to be separate enterprises which were formed by different groups of market men and their businesses and activities relate to intrastate commerce alone, without being connected in any way with the conspiracy described in the amended petition or with any overt acts charged as having been done in pursuance or in furtherance of said conspiracy.

I also move to strike all testimony out regarding interference in Newark, Passaic and other parts of New Jersey on the ground that such interference arose out of local controversies in New Jersey and concerned itself between persons residing in New Jersey and that none of the defendants market men or any of the other defendants named in the petition were in any manner connected with or implicated in such interference.

[fol. 1009] On the further ground that such interferences were not shown to have been committed in pursuance or in furtherance of any conspiracy to which defendant market men or any of the defendants were parties.

I also move to strike out all the testimony regarding interference with the sale and delivery of poultry by market men to retailers in New York on the ground that such interferences affected and related to intrastate commerce exclusively and did not show they were committed in pursuance or in furtherance of the conspiracy alleged in the amended petition or any conspiracy in restraint of interstate commerce to which the other defendants were parties.

I also move to strike out the testimony and exhibits regarding conversations and transactions between witnesses who were third parties, as to the existence of any conspiracy or combination among market men or any of the defendants or to their charging excessive or uniform prices by agreement, and as to interference in selling on the part of any market men to retail dealers on the ground that such statements and transactions are shown to have related to intrastate commerce only, that they were not overt acts made or done in pursuance of or in furtherance of the conspiracy alleged in the petition or of any conspiracy in restraint of interstate commerce and that they were not shown to have been made or done by co-conspirators and on the ground that they show merely the state of mind or the motives of the third parties which are not shown to have been created or produced by the conspiracy alleged in the amended petition or any other conspiracy among the defendants or that they were created or produced by any acts done on the part of the defendant market men or any of the other defendants alleged to have been part of the conspiracy alleged in the amended petition.

In order to be competent as an overt act it must be shown by other independent evidence that the third parties who made the statements or committed the acts were in fact co-conspirators with the defendants named in the amended petition and their own statements or their own acts stated to witnesses who testify in court are not sufficient to even make them conspirators in the sense that they were combined with the defendants named in the amended [fol. 1010] petition in this case, I make a motion to strike out all the testimony and exhibits relating to interferences, transactions and all enterprises in which any of the defendants may have been engaged after August 1928, or since at least the beginning of 1929 on the ground that none of the

testimony or exhibits tend to prove the existence or continuation of the conspiracy alleged in the amended petition since August, 1928; on the ground that none of this testimony or exhibits tends to connect in any way the defendant market men to any conspiracy subsequent to August, 1928, or at least the beginning of 1929 and on the further ground that it fails to connect any of the defendant market men with any interference or restraint of interstate commerce or with any interference with an interstate transaction in the sale or purchase or delivery of live poultry since August, 1928, by word or deed.

Those are my motions to strike out the testimony.

The Court: Denied.

Mr. Kroppy: Exception.

MOTIONS TO DISMISS

I renew all my motions to dismiss the Government's amended petition on all the grounds stated at the close of the Government's case and in addition I move to dismiss the amended petition on the ground that it fails to state facts sufficient to constitute a cause of action; on the ground that it shows on its face a want of equity, and on the ground that the allegations contained in the amended petition show that subsequent to August, 1928, the three organizations named in the amended petition, the Greater New York Live Poultry Chamber of Commerce and the two unions, Local 167 and the Schochtim Union existed and carried on their activities as separate and independent organizations without any privity existing between them or any two of them or at least that there was no privity between the Chamber of Commerce and its members, the defendant market men, with the unions or any of their representatives or delegates since August, 1928, and generally on the ground that there has been a total failure of proof by the Government of its case.

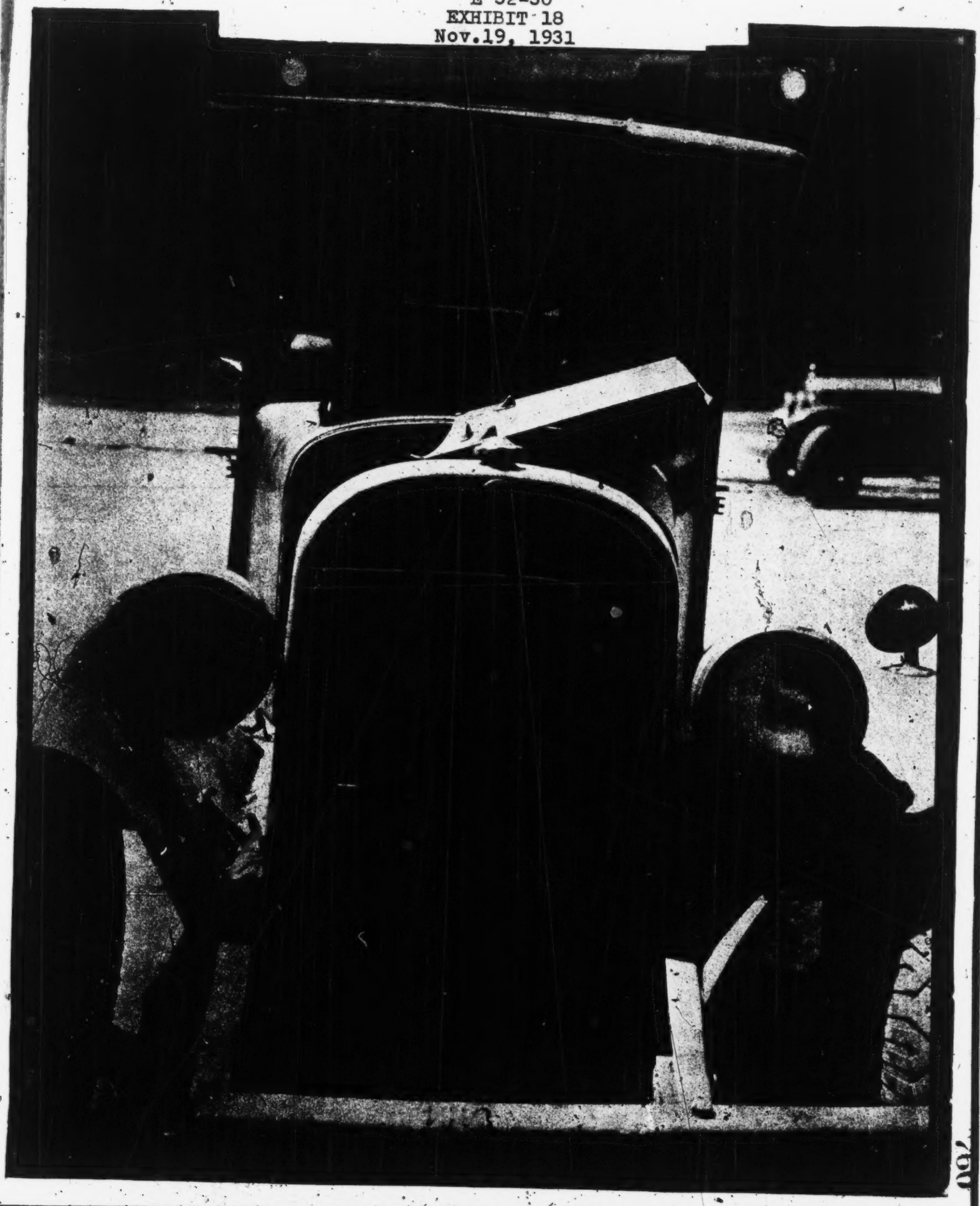
The Court: Denied.

Mr. Kroppy: Exception.

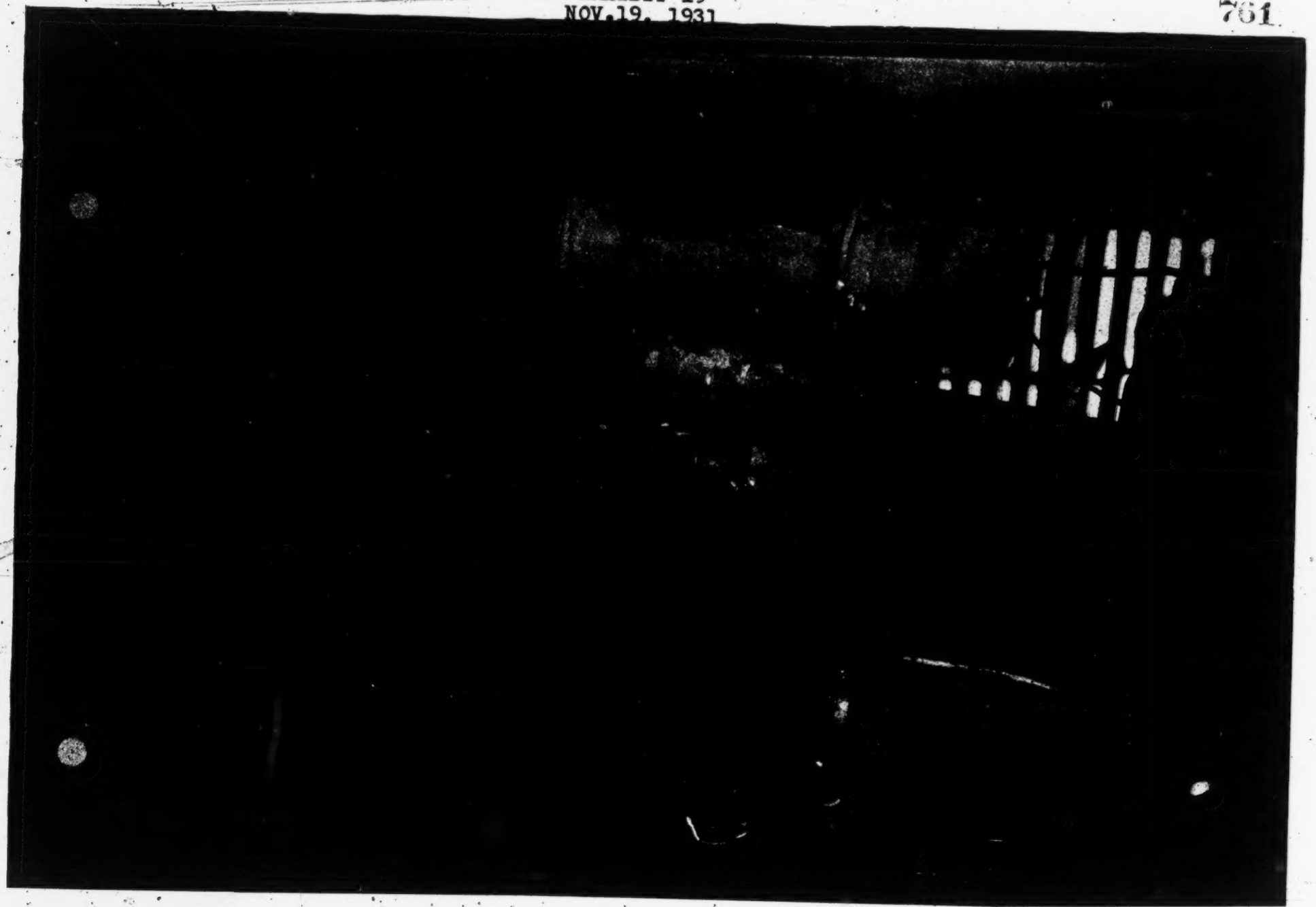
[fol. 1011] PLAINTIFF'S EXHIBIT 9

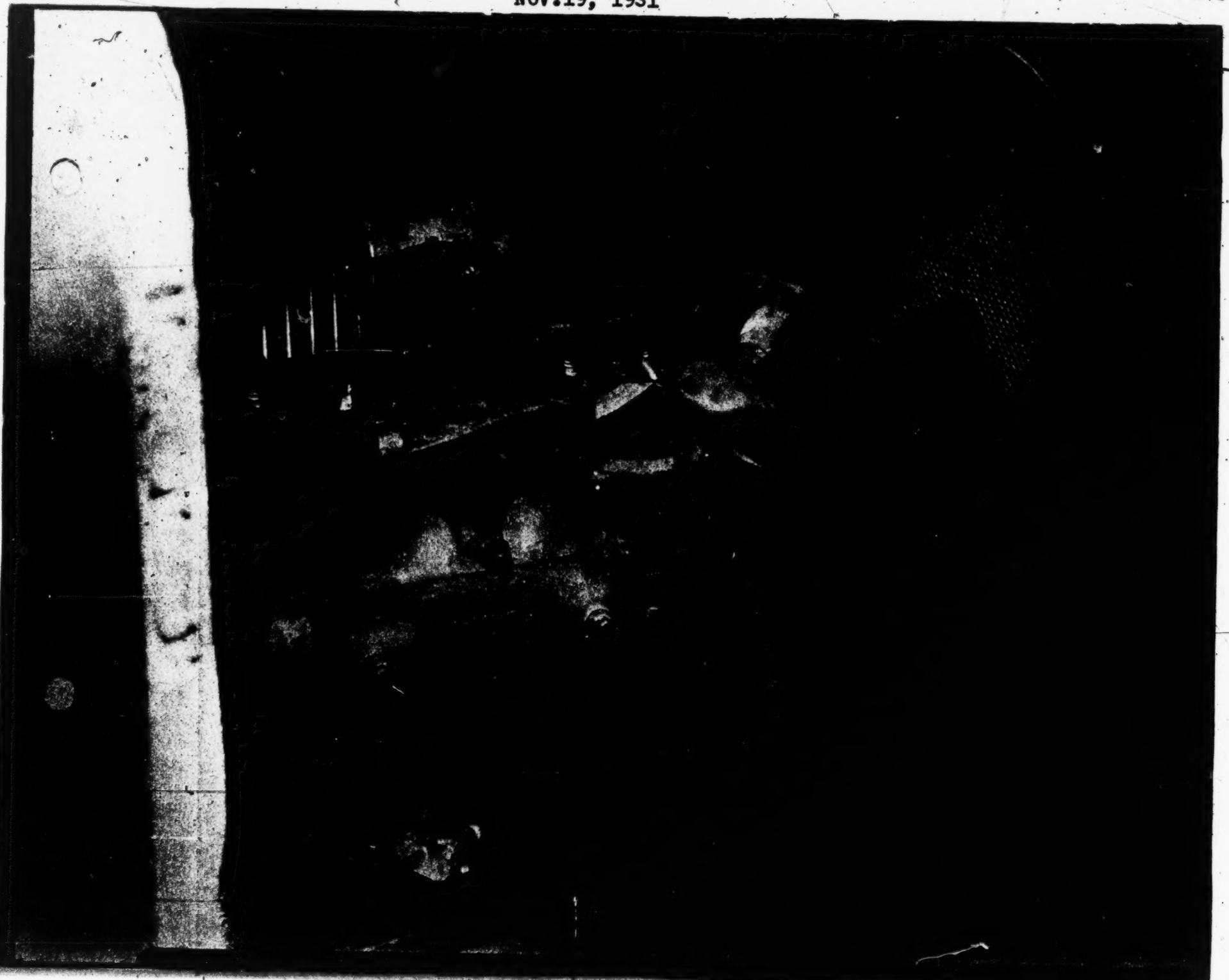
		2,000	3,000	4,000
Bronx	21½	430	645	860
Harlem	10	200	300	400
E. Side	16½	330	495	660
Brklyn	16	320	480	640
Brownsville	17½	350	525	700
Boro Park	18½	370	555	740
	100%	2,000	3,000	4,000
				5,000
				1,075
				500
				825
				800
				875
				925
				5,000

U.S.DIST.COURT,S.D.of N.Y.
E 52-30
EXHIBIT 18
Nov.19, 1931



U.S.DIST.COURT,S.D.of N.Y.
E 52-30
EXHIBIT 19
NOV.19, 1931





	①
Sewels	100
Hugler	100
Chaat	50
Rasiansky	100
Transplatem	150
Graef	350
Lewis Sd	50
Zell St	450
Heben	100
Hennes	175
Finkelstein	125
Blatthorn	100
Mangold	100
Weidlung	100
	2350

Sent 200

	①
S	130
S	225
Boyer	625
Hebry	5
Jusim	75
OS	75
Mey	15
Belinsky	175
Kinenberg	300
Thomsky	250
O	1030
Halfen	100
L WEIBERG	175
Met	15
	2582
	2350
	232

D

Freeman	25
Hug	25
Cas	50
Finkelstein	125
DR	25
Hugler	50
Blatthorn	100
Freeplatzin	150
do	50
Rierenbky	100
Helen	100
Wulf	350
Pelt	475
Mangold	100
Welthky	200
	2125

Sent 4350 ②

S	130
Kinenberg	300
O	330
Boyes	6250
Mehs	15
Hebry	5
Brekfes	5
Thomsky	150
Jusim	75
S	225
O	700
Belinsky	1250
Weid	1250
Halfen	100
	4350

764

C

Ahearn	50
Hughes	500
Finkelstein	125
Frenfater	1500
DR	25
Wolf	350
Blethen	200
Fennels	100
Thaserowsky	100
Isben	100
Lewis	50
Pitt H	500
Wennick	175
Mungard	200
LW	500

D

Rubsyven	5
Halfel	1007
S	130
S	55
Clinenberg	300
C	3925
Mof	15
Hum	25
C	700
Hughes	150
Belinsky	150
LW	175
GOLSTEIN	500

A

Ahearn	25
Hughes	50
Finkelstein	125
Frenfater	150 (50)
DR	25
Halpern	100
Lewis	50
Ahearn	50
Thurman	50
Pitt H	475
Wolf	350
Mungard	200
LW	200
Wennick	175
Thasgowsky	100
Blethen	200
	3325

Sent 634 A

Halpern	102
Clinenberg	300
Duesenman Stocket	100
Unger	5
Mercer	75
Belinsky	150
C	3925
C	700
S	25
S	130
LW	125
Mof	15
Hungsky	150
	2479

2

(5) Rosenzweig Bros

Rosenzweig	125
Chas A	75
Semels	125
Heben	150
Louis St	75
Freeman	25
Hug	50
Frankfeter	225
Student	75
Frankelstein	200
Hungerman	100
Plaltman	275
Hungerman	200
Pitt St	500
Wolf	350
Kennith	175
S W	100
	3125

Jan A 789 (5)

Halten	100
S	130
Mot	15
4 Wks ors	60
S	225
O	700
O	330
bags	650
Thonezky	150
Belinsky	150
Rosenmon	100
Jusim	75
Nuenberg	200
LW	125
L	2425

286

(6)

	14
Rosenzweig	175
Chas A	75
Hug	50
Heben	150
Frankelstein	200
Hungler	75
Wolf	350
Louis St	50
Plattow	200
Frenfeter	225
Freeman	25
Wolf	150
Wenick	175
Marenk	300
Est H	600
S W	300
Semels	75
Frankel	150
Plaltman	25
	3100

8000 (44) (6)

Halten	100
S	130
Mot	15
O	530
O	700
bages	650
Thonezky	150
belinsky	150
Rosenmon	100
Jusim	75
Nuenberg	300
LW	125
Goldstein	200
Heniman	25
	367
LS	500
Bow	85
	3258

(V)

Thesovinsky	100
Dr	25
Semels	50
Heelym	100
West	50
Dennis St	50
Thuglem	150
Frankelstein	175
Wolf	350
Trenfelsen	150
Pitt St	475
Kennedy	175
moore	200
Webon	200
Katy	25
Pat	175
W	/
	4300

8 Seconds (V)

Halfen	111
Kinenberg	300
Dutzenmon	100
V	1030
Jusem	75
S	25
Mot	15
Menny	10
bayer	6 25
S	105
Thenesky	150
Pelinsky	150
Goalstein	50
P	200
	3 25

(P)

Thesovinsky	100
Frankelstein	175
Henry	25
DR	25
Jones St	50
Half	350
Halfen	100
West	50
Kelly	175
Pat	400
Thuglen	50
Frankfaten	150
Wolf	175
Menezuela	200
LW	200

(P)

Jusem	25
Goalstein	50
Halfen	100
Kinenberg	250
Dutzenmon	100
O	
O	700
	330
bayer	6 50
Thenesky	150
Pelinsky	150
S	105
Mot	15
Menn	10
S	25

(9)

Thues	125
Au	50
Sem	50
P	400
P	200
Thaez	25
Thu	50
Fuen	150
Wen	175
SW	350
Pulat	200
Tun	150
X Thuez	200
LW	200

301 5
336

(9)

Sem	305
Wk	625
Halken	110
Nuenberg	225
Buck	13
S	105
S	25
Sem	6250
Nag	25
Belmo	50
O	1030
Goldstein	50
Jusin	15
Thew	30
Thaez	150

(10)

Uhest	50
Hudsansky	100
DR	25
Thez	25
CWer	200
Thuzber	50
Wuelf	350
Pitt	400
Hellmezmh	200
LW	200

Short 111650 (10)

Nuenber	25
Halken	100
Rosenmon	100
S	105
O	1030
S	25
Met	15
Mennz	10
Thonezdez	150
Belmsho	150
Goldstein	50
Jusin	75
5 Wthes 200	75

(11)

40 ²

Semler	100
Thurs Mrkt	100
Haber	100
DR	25
Chas St	50
Pitt St	300
Finkelstein	200
Wennitz	175
Mmozmk	200
L W	200
Friedfater	200
Wall	350
Hilbert	150

(11)

Halber	100
Mirenberg	300
Belinsky	150
Honeyzky	150
S	105
S	25
Mat	25
Jamm	75
Goldstein	50
Peterman	100
C	103

(12)

Hoig	25
DR	25
Helen	100
FIN	100
PLAT	150
CHA	50
VIOLA	350
COGLER	100
FREN	100
PITT St	350
FRENK	50
Meinman	175
L W	200
Mmozmk	200
Moisanshy	85

88 ²⁰

(12)

Halpern	107
Mirenberg	300
Frankenberg Germ	110
S	105
Peterman	100
C	100
Manager	10
Belinsky	150
Honeyzky	150
Jamm	75
Goldstein	50

(13)

Thuscamsky	100
Chorst	50
Lemcke	100
Haben	100
Frenfaten	150
Thez	25
ORV	25
Plaskem	150
Thuglen	50
LW	200
Mmignuch	200
Pitt	350
Finkelstein	100
Wenrick	175
	1775

Short 1116. 6
58
Short. 1174.50

Helfen	100
S	105
Jansenmon	100
Kontsky	150
Belinsky	150
H Goldstein	50
Jusim	75
OS	1070
Mennig	10
	Exp 1810
(210)	1775
Short	35
	1174
	1209

SHORT 208

(14)

Jansenmsky	75
Chorst	50
Haben	100
OR	25
Plaskem	150
Thuglen	50
Thez	25
Frenfaten	135
Pitt St	330
Wenrick	175
LW	200
Mmignuch	200
Finkelstein	100
	1615

Short 1209.

Helfen	100
S	105
Jusim	75
Thenzsky	150
Belinsky	150
Goldstein	1070
Mennig	50
Jansenmon	10
	100
	1810
	1615
Short	205
	1209
	1414

7

(15)

Kasansky	100
Finfelsberg	100
Chesk	50
Semels	100
Haben	100
Blatchen	150
Frenkston	150
OR	25
Wennsky	175
Pet Sk	300
Ch M	200
I W	200
	1670

Chas A	Shor 1414
Semels	100
Helfen	100
Lovenske	150
Rosenmon	100
O	1070
S	105
Jusim	75
Belinsky	150
Goldstein	50
Henry	10
	1810
	1670
	140
	1414
	1554

(16)

Haben	305
Semels	100
OR	383
Louis Sk	164
Frenkston	334
Finfelstein	239
L W	300
Hemzwitz	378 14
Horowitsky	17500
Blatchen	3654
Pet	450
Chesk	10915
Wolf	544
Hennsky	100

Shortage 1554

LW	65
Wers	225
Demsky	100
Belinsky	150
O	1070
S	105
Hingston	350
Rosenmon	100
Jusim	75
Hemzsky	3375
Hoky	75
Hulton	100
Brud	50
36	50
Hubermesky	25
Hirschberg	300
Heni	10
Sheg	125

Over 374.00

Goalstein	100
Tindel	50
Bayenfeld	50
Thug	75
	3637.50

(17)

Horowitz	140
Frenstein	300
Fendelstein	230
DR	477
Louis Sfa	175
Walt	575
Chas	1100
Thalheim	300
Herrid	200
Pitt St	450
LVY	277
Hungrick	300

Weiss	225
Hinenberg	300
Thug Ben	350
Hilstein	100
Silverstein	150
Horowitz	3350
Nely	95
Thug	250
Bayenfeld	50
Dorsenmon	100
Augen	10
40 St	50
Goalstein	100
Cheby	10
Bendle	50
Milwaukee	50
Manny	70
	1070
	195

Short 238

Finkel	50
LW	65
Fusion	75
Demsky	100

(8)

RAI 34	450
Funkelstein	150
Thorsander	160
Chas A	8701
Haber	150
Trendafer	300
Plotkin	2775
Lewis	100
DR	450
LW	750
Wolf	5 M/W
Weinman	175
Menzinger	300

33

Mayer	90
Walter	100
Hely	75
Horowitz	3350
Rosenmon	100
Belinsky	150
36	50
Wienberg	300
LW	65
Finkel	50
Goldstein	100
Fusion	75
Demsky	100
Klein	275
Ziegler	350
Thor	250
Bergenfeld Bruce	100
Wednesday	50

Short 283 –

O	1070
S	105
Beyes	30
47 St	25
Brandmeyer	100

(49)

OR	525
Blutstein	31145
Haben	18368
Frienfaden	350
Chest	175
Thorsansday	160
Pitt St	500
Finkelstein	225
Hamozmtn	400
Whalf	550
484	594
Hmoozmtn	400

Weiss	225
Bengenfeld	50
47 St	25
36 St	50
Bays	40
Bilinsky	150
Steuber	350
Dubsenmon	100
Shrineshy	3350
Helen	75
Halkey	100
Dannsky	100
Shaly	250
Kingsburg	300
Hafer	75
Julsun	75
Brill	150
Mulvihy	59

778

Mont 167.26

LW	6≈
Imhof	50
Eglestein	100
O	100
5	105

20

Hochwaldt	150..	Allegen	220
Wolf	134 34	Keystone	225
Co Fondulac	100 ..	36 St	500
Howard	421 00	Bergenfeld	50
Hale Bro	190 58	Halbach	10
Wenrich	150 ..	Hughes	35
Klatkin	271 ..	Leamo St	13
Monarch	300 ..	Andersmon	10
Frenfaten	334 ..	Hafer	7
Wenrich	150..	Rubinsky	154
Sennels	100..	Bneer	50
LW	198	Dennsky	100
Walk	550	Auley	10
Pitt	500	Mennz	10
		47 St	25
		Thoneysky	337
		Kuren	50
		Hug	25
	9119	Kelly	75

S	105
O	1070
Zuhm	75
Mulatsday	50
Goldstein	100
W	165
Endel	50
Expenses	4024.50
Collected	3v489v
Short	7v55
Petit	500
Short	v5.58

Short	21
1554	over
v38	374
v83	
16736	
v25.58	
246794	
374	
209394	
64460 short	
v73814	
8% v4 over	
v65034	

(13) 80 90 80 0	
8006	
9	
Hasenstay	175
Einhelstein	275
Trenfater	325
Heben	200
Mingmh	450
bW	765
Blathum	325
OR	352
Wolf	484
Petit	500

Ellsen Hersprensky	27
36	50
Ellsen	100
Holy	25
S	105
O	1070
Densky	100
Belinsky	150
42	25
Ellsen	275
Thursday	350
Lewis Sr	230
Rosenmon	100
Jusen	75
Bmel	50
m (102)	250
Mulowesky	50
Goldstein	100
Finchel	50

776

Ruth	$200
Stamm	100
Frankenstein	275
Manzanita	500
Crust	1917
Harben	190
Hogansky	175
Shultz	344
Trenfahn	350
Weilberg	297
Horwitz	462
Jarmien	150
	36297
Wolf	511
	41407

Weil	300
Trenfahn	350
Frankenstein	260
DR	400
Ruth St	500
Gutherz	300
Crust	150
Haber Bros	140
Weinberg	260
Jacquot	150
Schmidt	100
Manzanita	500
	3110
Wolf Hogansky	300
	3410

	1070
Halpern	100
Rosenmon	100
Louis St	230
Douglas	350
Weiss	225
Belinsky	150
36 St	50
Wamsley	400
Katz	250
Goetzl	337½
Kellett	75
Feckrow	10
Stadt	65
Ben	50
Ruth St	25
Schutter	100
Kruenberg	300
Offer	50
	4631 10

(1×1.3½

Jewels	100
Federal Bros	140
Frederick	HV5
Kronsberg	150
Chase	105
Platkin	290
L W	v40
Newmark	100
Muenzenberg	350
Wolff	610
Pitt	100
	3000
	1×1.3
over	148

Alter	100
Rosenman	100
Koralsky	339 50
Keller	75
Belinsky	150
Bergenfeld	50
Bill	50
36	50
Weiss	v5
47 St	v5
Dannenberg	100
Mayer	v50
Eyalsteen	100
Muenzenberg	300
Douglas	350
	vvlv

Chase	100
Wolff	4v4
[illegible]	v00
Haber	191
Rosenfeld	1v5
Bloomingdale	400
Ch. Muenzenberg	350
Pitt	v50
	500
	v540
Ef	v140
over	400

Newmarky	300
Shoneberg	310
36 St	50
Dennisberg	100
Edwards	v50
Weiss	v5
Waldman	100
Adams	15
Douglas	350
Fischel	50
Eyalstein W	100
Rosenman	100
Chase	130
	1140

[fol. 1030]

Exhibit 23

49—6

Sentences imposed on defendants in United States v. Greater New York Live Poultry Chamber of Commerce, before Honorable John C. Knox, December 16, 1929, following their conviction November 21, 1929, on the first count of the indictment

Greater New York Live Poultry Chamber of Commerce	$5,000 fine.
Local 167 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen & Helpers of America	Sentence suspended. Probation 5 years
Official Orthodox Poultry Slaughterers of America, Inc.	Sentence suspended. Probation 5 years
Firestone, Carl	$500 fine suspended—4 weeks jail
Gold, Samuel	4 weeks in jail
Gordon, Morris	$1,000 fine—60 days in jail.
Herbert, Arthur	$500 fine suspended—8 weeks in jail. Probation 5 years
Herbert, Charles	$500 fine suspended—2 weeks in jail. Probation 5 years
Hirshon, David	$2,500 fine—4 months in jail beginning February 1, 1930.
Josselson, Morris	$150 fine—2 weeks in jail
Kaufman, David	$500 fine suspended—8 weeks in jail $50 to Morris Teitler
Keslin, Max	$500 fine suspended—10 days in jail
Koslow, Jacob	$750 fine—3 weeks in jail
Lipkin, Samuel	$750 fine suspended—2 weeks in jail. Execution stay of 60 days

Rosenstein, Julius Rosenstein, Sidney	$500 fine suspended—4 weeks in jail. Term in jail to be served in installments if requirements of mother demand it. Both Rosensteins to serve at different times
Rosenstein, Moe	$500 fine suspended—4 weeks in jail
Sahn, Samuel	$1,000 fine—3 months in jail
Shomer, Harry	Fine suspended—4 weeks in jail
Simon, Benjamin	Fine suspended—3 months in jail commencing February 1, 1930.

[fol. 1031]

Spatz, Louis	$1,000 fine—4 weeks in jail
Weidberg, Louis	$1,000 fine—4 weeks in jail
Weissler, Aaron	$500 fine—4 weeks in jail—suspended fine.
Azwolinsky, Morris	$500 fine—90 days suspended sentence. Probation 5 years
Berman, Herman	$500 fine—90 days suspended sentence. Probation 5 years
Bistretsky, Charles	$500 fine—90 days suspended sentence. Probation 5 years
Chast, Morris	$500 fine—suspended sentence of 3 weeks. Probation 5 years
Morris Damsky	$500 fine—90 days suspended sentence. Probation 5 years
Frank, Isidore	$1,000 fine—90 days suspended sentence. Probation 5 years
Frankfater, Jacob	$500 fine—90 days suspended sentence. Probation 5 years
Gerber, Morris	$1,000 fine—6 months suspended sentence. Probation 5 years
Gershowitz, Charles	Suspended sentence—5 years probation
Gross, Kalman	$1,000 fine—90 days suspended sentence. Probation 5 years

Haber, Hyman	$250 fine—suspended sentence. Probation 5 years
Haber, Isidore	$250 fine—suspended sentence. Probation 5 years
Harrison, Samuel	$750 fine—suspended sentence 90 days. Probation 5 years
Hellman, Morris	$500 fine—90 days suspended sentence. Probation 5 years
Herbert, Harry	Suspended sentence—Probation 5 years
Isaacson, Samuel	$500 fine—90 days suspended sentence. Probation 5 years
Kadin, Samuel	$100 fine and 60 days in which to pay—90 days suspended sentence. Probation 5 years.
Kaplan, Isaac	$500 fine—3 months suspended sentence. 5 years probation
[fol. 1032]	
Kassoff, Leo	Suspended sentence—5 years probation
Klieger, Morris	$1,000 fine—6 months suspended sentence. 5 years probation
Lax, Miekey	$200 fine—90 days suspended sentence. 5 years probation
Lepoff, Simon	$500 fine—90 days suspended sentence. Probation 5 years
Lipschitz, Isaac	$500 fine—90 days suspended sentence. Probation 5 years
Mamber, Samuel	$1,000 fine—$75.00 to Morris Teitler 4 months suspended sentence—Probation 5 years
Manne, David	$500 fine—90 days suspended sentence—5 years probation
Manne, Samuel	$500 fine—90 days suspended sentence—5 years probation
Mirotznik, Samuel	$750 fine—90 days suspended sentence—5 years probation
Newman, Abe	Suspended sentence—5 years probation
Nierenberg, Hyman	$500 fine—90 days suspended sentence. 5 years probation
Pepper, Abraham	$1,000 fine—$75.00 to Morris Teitler—4 months suspended sentence—Probation 5 years
Raby, Hyman	$1,000 fine—90 days suspended—5 years probation

Reisner, Jack	$500 fine—90 days suspended—5 years probation
Rosen, Max	$1,000 fine—3 months suspended—5 years probation
Schiller, Louis	$1,000 fine—90 days suspended—5 years probation
Scull, Joseph	$1,000 fine—90 days suspended—5 years probation
Shapiro, Kalman	Suspended sentence—5 years probation
Silverman, Samuel	Verdict of jury set aside
Simon, Benjamin	Suspended sentence—5 years probation
Simon, William	Suspended sentence—5 years probation
Steinberg, Aaron	$500 fine—90 days suspended—5 years probation

[fol. 1033]

Susnick, Paul	$500 fine—90 days suspended—5 years probation. Fine to be paid Friday at 4:00 P. M.
Susnick, Sidney	$500 fine—90 days suspended—5 years probation
Wernick, David	Suspended sentence—5 years probation
Wolas, Max	$500 fine—90 days suspended—5 years probation; 60 days to pay fine
Wolf, Abraham	$1,000 fine—90 days suspended—5 years probation
Yarmouth, Irving	$200 fine—90 days suspended—5 years probation; 60 days to pay fine

(This exhibit substituted for judgment roll, by stipulation.)

[fol. 1034]

EXHIBIT 24

Names listed below cover assignments of the Greater New York Live Poultry Chamber of Commerce for a period of one (1) year commencing January 7, 1929, until January 6, 1930, Inc.

Name	Address
Atlantic Live Poultry Co., Inc.	868 62nd St., Brooklyn, N. Y.
Berman Bros. Poultry M'kt, Inc.	2760 W. 17th St., Coney Island, N. Y.
Bath Beach Live Poultry M'kt, Inc.	8687 18th Ave., Brooklyn, N. Y.
Beachview Live Poultry M'kt, Inc.	6114 16th Ave., " "
Berkshire Live Poultry M'kt, Inc.	6101 15th Ave., " "
Bloom, A., Inc.	741 E. 140th St., New York City
Burg, Isaac E.	86 Hamilton Ave., Brooklyn, N. Y.
Berkowitz & Finkel	149 No. 9th St., " "
Bensonhurst Live Poultry Corp.	221 Bay 37th St., " "
Blythebourne, L. P. M'kt, Inc.	1106 60th St., " "
Bronx Poultry Co. (D. Grossman)	1924 West Farms Rd., Bronx, N. Y.
Casanovia Live Poultry M'kt, Inc.	679 Timpson Place, " "
Cohen, Max (Yorkville P. P. Co.)	419 E. 107th St., New York City
Church Ave. Live Poultry Co.	3823 13th Ave., Brooklyn, N. Y.
Danziger, Dave	730 Park Ave., " "
Dworkin & Blumenfeld, Inc.	539 Snedecker Ave., " "
Etra & Son, L. P., Market, Inc	138 Watkins St., " "
Emerson, L. P., Co, (Benj. Dinerman)	92 Emerson Place, " "

EXHIBIT 24—Continued

Name	Address
Frankfater Brothers	408 E. 3rd Street, New York City
F. G. T. Live Poultry M'kt, Inc.	1587 Bathgate Ave., Bronx, N. Y.
Frank, I.	1927 West Farms Rd., " "
Finkelstein, Chas.	419 East 3rd St., New York City
Flatbush Live Poultry M'kt, Inc.	1426 39th Street, Brooklyn, N. Y.
Frisman & Azwolinsky	111 Thatford Ave., " "
Friedlander, M.	2962 Park Avenue, New York City
Franzel Poultry Co., Inc.	464 Rockaway Ave., Brooklyn, N. Y.
[fol. 1035]	
Ft. Hamilton L. P. Market, Inc.	3716 Ft. Hamilton P'kway, Brooklyn, N. Y.
Glantz, Max	1347 39th Street, " "
Gordon & Lipman	407 Hegeman Ave., " "
Gerber, Louis	75 Eckford Street, " "
Gelvin Poultry Co. (I. Glass)	73 West 144th Street, New York City
Grand Street L. P. Corp.	607 Grand Street, " " "
Gold, Max	324 Melrose Street, Brooklyn, N. Y.
" Louis	358 Clarkson Street, " "
" Leo	1111 Flushing Avenue, " "
Gordon Brothers	546 East N. Y. Avenue " "
Gross, K., Inc.	967 Longfellow Avenue, Bronx, N. Y.
Gordon Poultry Co., Inc.	276 Junius Street, Brooklyn, N. Y.
Garber & Oster	839 Rockaway Ave., " "

H & S Poultry Co., Inc.	600 Whitlock Ave., Bronx, N. Y.
Horenstesn & Spatz, Inc.	2030 LaFontaine Ave., " "
Haber Brothers	423 East 33rd St., New York City
Howard Live Poultry Co., Inc. (Branch)	457 Thatford Ave., Brooklyn, N. Y.
" "	1401 Locust Ave., " "
" "	160 Avenue "D" New York City
Azwolinsky, Barney	532 E. 137th St., " " "
Hoffman Brothers	211 No. 4th Street, Brooklyn, N. Y.
Hasenfratz, D. & Son	New Lots Rd. & Warwick St., Brooklyn, N. Y.
Harrison Live Poultry M'kt, Inc.	2846 21st St., Coney Island, N. Y.
Hellman, Morris L.	271 Powell Street, Brooklyn, N. Y.
Hirshon, Dave	301 Powell Street " "
Ideal Live Poultry M'kt, Inc.	211 West 64th Street, New York City
Irving Poultry Co., Inc.	349 Jefferson Ave., Brooklyn, N. Y.
Park Live Poultry Market, Inc.	211 Third Ave., " "
Kadin, Sam	840 Alabama Avenue, " "
Kings, L. P. Market, Inc.	910 Quentin Road, " "
Koslow & Miller	354 Junius Street, " "
Kleinman, Abram	250 Richmond Street, " "

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Yorkgate L. P. M'kt (Kaplan Max)	526 E. 80th Street, New York City
Katz, D & M	343 Stanton Street, " " "
Kosansky, H.	251 South Street, " " "

EXHIBIT 24—Continued

Name	Address
Loketz & Sons, Inc.	22 Lorimer Street, Brooklyn, N. Y.
Mamber & Peppet	366 Wallabout St., " "
Midwood Live Poultry M'kt, Inc.	2256 Nostrand Ave., " "
Monroe Poultry Co., Inc.	316 Jackson Ave., Bronx, N. Y.
Marotznik, Louis	873 Liberty Ave., Brooklyn, N. Y.
Mintz & Krasilnick	274 Belmont Ave., " "
Morris Ave. L. P. M'kt (Louis Felts)	653 Morris Ave., Bronx, N. Y.
Mirotznik, Rosenberg & Steinberg	519 Water Street, New York City
109th St., Live Poultry M'kt, Inc.	407 E. 109th St., " " "
121st St. Live Poultry M'kt, Inc.	411 E. 121st St., " " "
137th St. Live Poultry M'kt, Inc.	19 E. 137th St., " " "
Perrick Bros.	401 E. 101st St., " " "
Prospect Poultry Co., Inc.	1737 Prospect Pl., Brooklyn, N. Y.
Podberesky Bros., Inc.	85 Navy Street, " "
Panesh B. (Westchester L. P. M'kt)	620 Westchester Ave., Bronx, N. Y.
Zion Poultry Co. (Branch above)	92 Southern Blvd., " "
Passon & Co.	881 41st Street, Brooklyn, N. Y.
Plotkin & Zarkin	35 West 144th St., New York City
Plotkin & Zimmering	510 E. 20th St., " " "
Pitt St. Live Poultry M'kt, Inc.	205 Delancey St., " " "
Rosen Live Poultry Co., Inc.	1834 Webster Avenue, Bronx, N. Y.
Romaner, M., Inc.	419 East 104th St., New York City

Reznick, I.	272 Sutter Avenue, Brooklyn, N. Y.
Rubin, Harry	44 Berriman St., " "
Sahn, M. & Son, Inc.	614 Flushing Avenue, " "
Schaier & Glazer	420 E. 110th Street, New York City
Schiller & Levy	413 E. 93rd Street, " " "
Simon Wm., Inc.	320 E. 110th Street, " " "
Sokoloff & Siegel, Inc.	226 E. 149th Street, " " "
Siegel, M.	417 E. 136th Street, " " "

[fol. 1037]

Sunset Live Poultry M'kt, Inc.	274 59th Street, Brooklyn, N. Y.
Sorkin Bros., Inc.	2993 Atlantic Ave., " "
Steuer Poultry Co., Inc.	661 Driggs Avenue, " "
Scull, Jos., Inc.	2776 E. 14th St., " "
Skloot Live Poultry M'kt, Inc.	150 Hamilton Ave., " "
Seewald & Fertig	236 Greenpoint Ave., " "
Semmel, Ed.	611 E. 18th Street, New York City
S & K Poultry Co., Inc.	4612 3rd Avenue, Bronx, N. Y.
Taxel, Meyer	60 Columbia St., Brooklyn, N. Y.
Tremont L. P. Co., Inc.	2012 Brons Street, Bronx, N. Y.
Taits, B., Inc.	269 Powell Street, Brooklyn, N. Y.
Uneeda Live Poultry M'kt, Inc.	6403 7th Ave., " "

EXHIBIT 24—Continued

Name	Address
Usim, Joe	2720 West 15th St., Coney Island, N. Y.
Van Nest Live Poultry M'kt, Inc.	510 Van Nest Ave., Bronx, N. Y.
Webster Live Poultry Corp.	1785 Webster Ave., " "
Winkler & Dimant, Inc.	1596 Inwood Avenue, " "
Weinstein Live Poultry Corp.	454 Thatford Avenue, Brooklyn, N. Y.
West End Live Poultry M'kt	1561 63rd Street, " "
Winkel, Albert L. Corp.	428 E. 103rd Street, New York City
Wernick, Ike	474 Water Street, " " "
Weidberg & Son	226 South Street, " " "
Wolfe Poultry Co.	107 Tompkins Street, " " "

[fol. 1038] EXHIBIT 25

Payments Made to Greater N. Y. Live Poultry Chamber of Commerce by Bernstein & Sons, Inc.

Year	Month		How paid	Amount
1926	November	18	By Check	$675.30
"	"	25	" "	1418.10
"	December	2	" "	1455.00
"	"	9	" "	1458.70
"	"	16	" "	1517.80
"	"	23	" "	1660.30
"	"	30	" "	1612.50
1927	January	6	" "	1765.30
"	"	13	" "	1019.20
"	"	20	" "	1556.90
"	"	27	" "	1469.90
"	February	3	" "	1449.10
"	"	10	" "	1536.70
"	"	17	" "	1513.80
"	"	24	" "	1458.20
"	March	3	" "	1400.40
"	"	10	" "	1590.10
"	"	17	" "	1494.90
"	"	24	" "	1482.90
"	"	31	" "	1591.80
"	April	7	" "	1469.30
"	"	14	" "	1391.90
"	"	21	" "	1474.80
"	"	28	" "	2309.20
"	May	5	" "	1669.30
"	"	12	" "	1512.40
"	"	19	" "	1550.00
"	"	26	" "	1493.30
"	June	2	" "	1563.80
"	"	9	" "	1496.30
"	"	16	" "	1673.90
"	"	23	" "	1704.40
"	"	30	" "	1645.60
"	July	7	" "	1648.60
"	"	14	" "	1676.30
"	"	21	" "	1563.30
"	"	28	" "	1620.50
"	August	4	" "	1588.30
"	"	11	" "	1525.60
"	"	18	" "	1531.00
"	"	25	" "	1091.90
"	Sept.	1	" "	2016.10
"	"	8	" "	1686.50
"	"	15	" "	1715.70
"	"	22	" "	1963.50
"	Oct.	5	" "	2384.10
"	Sept.	29	" "	1751.60
"	Oct.	12	" "	2146.60
"	"	20	" "	2224.40
"	"	27	" "	2189.40
"	November	3	" "	1828.90
"	"	10	" "	1754.60
"	"	16	" "	934.10
"	"	23	" "	2303.70
"	December	1	" "	1630.90

[fol. 1039]

Year	Month		How Paid	Amount
1927	December	8	By Check	$1976.70
"	"	15	" "	1761.30
"	"	22	" "	1703.10
"	"	29	" "	1629.80
1928	January	5	" "	1838.20
"	"	12	" "	1698.20
"	"	19	" "	1459.80
"	"	26	" "	1497.30
"	February	2	" "	1537.50
"	"	9	" "	1444.50
"	"	16	" "	1548.10
"	"	23	" "	1564.80
"	March	1	" "	1404.30
"	"	8	" "	1519.10
"	"	22	" "	1489.60
"	"	29	" "	1542.10
"	April	5	" "	1523.50
"	"	12	" "	1989.10
"	"	19	" "	1791.80
"	"	26	" "	1447.00
"	May	3	" "	1413.20
"	"	10	" "	1357.00
"	"	17	" "	1386.80
"	"	24	" "	1290.30
"	"	31	" "	1537.10
"	June	7	" "	1261.30
"	"	14	" "	1455.50
"	"	21	" "	1448.80
"	"	28	" "	1372.80
"	July	5	" "	1567.90
"	"	12	" "	1360.20
"	"	19	" "	1428.10
"	"	26	" "	1342.20
"	August	2	" "	1213.10
"	"	9	" "	1480.10
"	"	16	" "	1287.00
"	"	23	" "	1330.50
"	"	30	" "	1494.40
"	September	6	" "	1325.30
"	"	13	" "	1564.10
"	"	20	" "	1500.60
"	"	27	" "	1860.90
"	October	4	" "	2087.30
"	"	11	" "	1771.20
"	"	18	" "	1579.90
"	"	25	" "	1642.90
"	November	1	" "	1680.30
"	"	8	" "	1442.90
1929	January	17	" "	346.30
"	"	24	" "	674.15
"	"	31	" "	898.30
"	February	7	" "	1168.60
"	"	14	" "	1133.70
"	"	21	" "	1132.80
"	"	28	" "	1117.75
"	March	7	" "	1210.90
"	"	14	" "	1034.20
"	"	21	" "	1035.10
"	"	28	" "	1183.30
"	April	4	" "	1129.60
"	"	11	" "	1022.95

Year	Month		How Paid	Amount
1929	April	18	By Check	$967.80
"	"	25	" "	1056.30
"	May	2	" "	1459.70
"	"	9	" "	1449.00
"	"	16	" "	808.10
[fol. 1040]				
1929	May	23	By Check	1083.10
"	"	31	" "	991.40
"	June	6	" "	886.00
"	"	13	" "	1225.00
"	"	20	" "	1141.70
"	"	27	" "	916.90
"	July	3	" "	1116.20
"	"	11	" "	881.90
"	"	18	" "	1016.00
"	"	25	" "	688.10
"	August	1	" "	946.10
"	"	8	" "	932.70
"	"	15	" "	1349.20
"	"	22	" "	892.50
"	"	29	" "	1237.30
"	September	5	" "	1002.90
"	"	12	" "	1060.10
"	"	19	" "	1207.40
"	"	26	" "	1329.50
"	October	3	" "	1308.00
"	"	10	" "	1201.40
"	"	17	" "	1427.00
"	"	24	" "	1614.60
"	"	31	" "	1894.60
"	November	7	" "	1285.40
"	"	14	" "	1171.30
"	"	21	" "	1204.90
"	"	28	" "	1167.30
"	December	5	" "	1183.70
"	"	12	" "	1286.10
"	"	19	" "	1270.20
"	"	26	" "	1148.70
1930	January	2	" "	1210.40
"	"	9	" "	839.10
	Total			$220,750.45

[fol. 1041] EXHIBIT 26

10c Members of the Live Poultry Dealers Pro. Association for a Period of One (1) Year and a Few Cover Two (2) Years, Commencing 11/15/30—11/16/31, Inc.

Name	Expiration date of contracts
Astoria L.P. Co. (I. Stein)	11/16/31
Antzis Nathan	11/16/31
Adelman N.	11/16/31
Arotzky Brothers	11/16/31
Ave. "Y" L.P. (B. Novi)	9/30/31

Name	Expiration date of contracts
Ashland P. Corp. (T. Lucite)	4/13/32
Abbedessa F. (45th St. L.P.M'Kt)	11/30/31
Brookside L.P. M'kt (DiSalva S.)	11/16/31
Baskin Max	11/16/31
Bernstein's Poultry Co	11/16/31
Brown Isaac	11/16/31
Bergenfeld Chas	11/16/31
Blick S. . . . . M'kt	11/16/31
Broadway L. P.	11/16/31
Bass Poultry Co	11/16/31
Brown Harry	3/31/31
Baron Chas	11/14/31
Blythebourne P. M'kt (H. English)	6/29/31
Bontempi Joseph	4/30/31
Bath Beach L. P. M'kt (L. Schenkman)	2/27/32
Ciavarella P. (Corona L. P. M'kt)	11/16/31
Caresi & Partensi	11/16/31
Cea William	11/16/31
Cohen A	11/16/31
Cohen & Glasberg	11/16/31
Cea Rocco	3/31/32

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Church Ave. P. Co	12/14/31
Columbia Poultry Co. (R. Bono)	11/16/31
Cohen Isaac (formerly Joseph Banco)	11/16/31
Connova S. (Ashburton L. P.)	3/31/31
Davidson & Rot. (Old Reliable L. P.)	11/16/31
DeNigris Rocco	11/16/31
D'Amore A	11/16/31
DeSalvo S. (Italian L. P. M'kt)	11/30/31
Edelstein S	11/16/31
Emerson L. P. M'kt (B. Dinerman)	3/31/32
Eighteenth Ave. L. P. (Fiumefrede Bros.)	11/16/31
Etra Simon	6/30/31
East N. Y. L. P. M'kt (formerly Rivlin & Edelman)	11/16/31
Forsmith B. (Lexington L. P. M'kt)	11/16/31
Fein M. E	11/16/31
Fagin Theodore	11/16/31
Feldman S	11/16/31
Falce Chas	11/16/31
Fifteenth Ave. L. P. M'kt (S. Pietro)	11/16/31

Name	Expiration date of contracts
Fassano D	11/16/31
Feldman Sam	3/31/32
Frost St. L. P. Market	11/16/31
Furci Dominico	7/31/31
Franks Live Poultry M'kt, Inc	12/ 5/31
Feldman S. & Son	12/14/31
Geloff Harry	11/16/31
Gelb & Einhorn	11/16/31
Gabin Harry	11/16/31
Goldstein & Co	11/16/31
Glassman Sol	11/16/31
Goldberg S	11/16/31
Goldman S	11/16/31

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Glassberg Bernard	11/14/31
Gold Leo	3/31/32
" Louis	3/31/32
" Max	3/31/32
Gross & Sternberg	6/ 8/31
Gordon K. (Ozone Park L. P. M'kt)	5/16/31
Gerber Louis	9/14/31
Goldberg H	4/30/32
Hausman & Dorfman	11/16/31
Hillman Samuel	11/16/31
Hempstead L. P. M'kt	7/13/31
Haber Brothers	12/14/31
Jaffee & Cohen	11/16/31
Jaffee Max	11/16/31
Jeadlicka's L. P., Inc	11/16/31
Joselson & Safner	11/16/31
Kassak A	11/16/31
Kowalsky Brothers	11/16/31
Kaplan & Greenberg	11/16/31
Kowalsky L	11/16/31
" J. H	3/31/32
" J. (York L. P. M'kt)	3/31/32
" Max	3/31/32
Kaplan J	1/14/32
Kaplan & Gold	1/31/32
Krasilnick H	11/16/31
Laub Joseph	11/16/31

Name	Expiration date of contracts
Lokietz & Sons	11/16/31
LaBarbara Thos	11/16/31
Livoti G. M	11/16/31
" Bros	11/16/31
" P	11/16/31
Laqua Philip	6/22/31

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Lerman Louis	11/16/31
Mandel B	11/16/31
Mazzeo Lucio	12/14/31
Miano & Sons	11/16/31
Milavsky L	11/16/31
Milavsky Philip	11/16/31
Mazzeo Brothers	11/16/31
Mines Joe	11/16/31
Mamoroneck Ave. L. P. (L. Seeb)	11/30/31
Mantel & Greenberg (Taylor St. L. P.)	1/31/32
New Lots L. P. M'kt	11/16/31
Old Reliable L. P. M'kt	12/31/31
Penzavechia S	11/16/31
Papish A	11/16/31
Piccolo S	11/16/31
Pellegrino & Miono	11/16/31
Posteraro Jack	11/16/31
Pleasant Live P. Co	4/30/31
Piestromartire C	11/16/31
Perrick Brothers	1/14/32
Park L. P. Co. (Kantrowitz T.)	7/25/31
Protaz Max	3/26/32
Queens Live Poultry Market	11/16/31
Ravenswood L. P. M'kt	11/16/31
Reid Wm. J	11/16/31
Rainisch Wm	11/16/31
Rubinstein & Gelbutch	11/16/31
Russo Chas	11/16/31
Rimer & Grassgreen	11/16/31
Roth Jos	11/16/31
Rodney St. L. P. Market	11/16/31
Rubin Brothers	11/16/31
Romano James	11/16/31

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Name	Expiration date of contracts
Rifkin Brothers	11/16/31
Robins A. (9th Ave. L. P. M'kt)	11/16/31
Rosebank L. P. (Santaniello C.)	11/16/31
Ritter Louis	3/31/32
Renna Ralph	9/30/31
Rosenstein Milton H	12/14/31
Rosen & Wilkin	12/14/31
Sorkin Brothers	11/16/31
Schenkman Brothers	11/16/31
So. B'klyn Poultry Co	11/16/31
Safran Herman	11/16/31
Scarano G	11/16/31
Senowitz Chas	11/16/31
Seewald H. (Majestic L. P.)	11/16/31
Spotless L. P. M'kt	11/16/31
Strauss & Kramer P., Inc	11/16/31
Seewald & Fertig	3/31/32
Schiller & Joselson	3/31/32
Skloot George J	3/31/32
Superior P. M'kt (Goldowitz Bros.)	5/16/31
Spitalnik Louis	11/16/31
Sunset L. P. M'kt, Inc	12/31/31
Steuer Poultry Co	4/26/31
Tartazky Brothers	11/16/31
" Louis	11/16/31
" George	11/16/31
Taxel M	11/16/31
Tucker P	11/16/31
Tepper L	11/16/31
Tannenbaum A. H	2/17/32
Union St. Poultry M'kt	11/16/31
Vilog M	11/16/31
Wallack & Kranz	11/16/31

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Weiner & Zorn	11/16/31
Wakefield L. P. Market	11/16/31
Weinstock Paul	11/16/31
Westchester L. P. M'kt	11/16/31
Woodside L. P. M'kt	11/16/31
Winkel A. L. Live P. Corp	5/11/31

Name	Expiration date of contracts
33rd St. & 20th Ave. L. P. M'kt	3/31/32
West End L. P. M'kt (Dunn & Lischter)	8/19/31
Yedwabne & Rubinstein	11/16/31
Yezzi & Renna	11/16/31
Yorkgate L. P. Corp. (Kaplan Max)	11/16/31

E. Side Customers

Binder Morris	11/16/31
Katz M	3/31/32
Kosansky Bros	11/31/31
Mirotznik Ch	11/16/31
Pressman A	3/31/32
Plotkin & Wolfson	12/31/31
Yuen Roy	3/31/32
Wisotsky I	3/31/32
Weidberg Louis	11/16/31
Wernick I	11/16/31

$10 Weekly Members

Atwater Live Poultry Co	11/31/31
Atlantic L. P. Co	12/14/31
Beachview L. P. Market	12/14/31
Gerber Morris	12/14/31
Howard L. P. Co., Inc	11/31/31
Hoffman Brothers	11/31/31
Harrison Live Poultry Co	12/14/31

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Irving Poultry Co	11/31/31
Midwood Live Poultry Co	12/14/31
Oster Meyer	12/14/31
137th St. L. & D. Poultry M'kt	12/14/31
Podberesky Brothers, Inc	11/31/31
Prospect Poultry Co	12/14/31
Rubin Harry	12/14/31
Schairduck L. P. Co	11/31/31
Scull Joseph	12/14/31
Siegel M	12/14/31
Taits B	12/31/31
Weidberg & Isaacson	12/14/31

Addresses omitted. See Stipulation.

[fol. 1048] EXHIBIT 27

Names listed below cover assignments of the Live Poultry Dealers Protective Ass'n of N. Y. & Vicinity for a period of one (1) year, commencing November 16, 1929, until November 15, 1930, inc.

Arotzky Brothers
Stein, I. (Astoria L. P. Co.)
Antzis Brothers
Adelman Nathan
Antler, Morris
Brookside Live Poultry M'kt
Baskin, Mas
Bernstein, N.
Bass, Philip
Bergenfeld, Chas.
Brown, Isaac
Bone, R.
Blick, Sam
Binder, Morris
Bayes, Jacob
Broadway Live Poultry M'kt, Inc.
Cohen A. (Yonkers L. P. M'kt)
Cea, William
Chaplowitz, Peter
Ciavarella & Marinaro
Caroni & Partemi

[fol. 1049]

Clementi Maria
Cannova S.
DeNigris, Rocco
Davidson & Rothenberg (Old Reliable)
Deutch & Sobelson
D'Amore, Antonio
Edelstein, Sam
Fourteenth Ave. L. P. Market
Forsmith, Benjamin
Fein, M. E.
Fagin Theodore
Feldman, Sam
Feldman, R.
Falco, Chas.
Fifteenth Ave. L. P. Market
Fassano, Dominico
Gelof, Harry (112th St. L. P.)
Gelb & Einhorn
Gabin, Harry
Goldstein & Co.
Glassman, Sol
Goldman, Sol
Goldberg, Sam
Glenwood Rd. Poultry M'kt
Gallello Brothers
Heights Live Poultry Co.
Hausman & Dorfman
Jaffee & Cohen
Jaffee, Max
Jackson Live Poultry Market
Jeadlicka Live Poultry M'kt
Kassak Celia
Kowalsky Brothers (Harry)
Kaplan & Greenberg
Krasilnick, Harry
Kaplan & Gold
Laub, Joseph A.
Lokietz & Sons, Inc.
LaBarbara Thomas
Livoti, Guisepps
Livoti, Guisepps
Livoti Live Poultry M'kt, Inc.
Lerman, Louis
Mandel B.
Markowitz, H.
Markowitz & Michaels
Morgenbesser, Nathan
Mines Joe
Milavsky, Philip
Mazzeo, Luccio

Milavsky, L.
Miano & Sons
Mione & Pellegrino
Mt. Vernon Live Poultry Market
Mazzeo, Brothers
New Brighton Live Poultry Market
New Lots Live Poultry M'kt
Penzevachia Salvatore
Pack, Ben
Papish A. & Son
Piccolo, Slavatore
Pollack & Cobler (Square L. P. Market)
Powell & Lefkowitz
Posteraro Jack
Queens Live Poultry Market
Ravenswood Live Poultry Market, Inc.
Reid, W. J. (Knickerbocker P. Market)
Rainisch, Wm.
Rubinstein & Gelbutch
Rifkin H. & M. Woloshin
Rivlin & Edelman
Russo Chas.

[fol. 1050]

Rimer & Grassgreen
Roth, Joseph
Reinhart & Berkowitz
Rodney Live Poultry Market
Rubin Brothers
Romano, James
Spina Carmina
So. Brooklyn Poultry Corp.
Safron, Herman
Scarano, Gerri
Spitalnick (Riverdale L. P. Market)
Senowitz, Chas.
Tatazky, Louis M.
Tatazky, George
Tannenbaum, Alex
Taxel, Meyer
Union St. Live Poultry M'kt
Velog, M.
Wisotsky, Irving
Wallack & Krauz
Weiner, Davis
Wiener & Zorn
Wakefield Live Poultry Co.
Weinstock, Paul
Woodside Live Poultry M'kt
Westchester Live Poultry Co.
Yedwabne & Rubinstein
Yezzi & Renni

Assignments Commencing April 1, 1930, Until March 30th, 1931

Ashland Live Poultry M'kt (Tony Lucito)
Brown Harry (Queensboro L. P. Market)
Frost St. Live Poultry M'kt
Katz M.
Kleinman, Abram
Ritter, Louis
Seewald & Fertig
Strauss, M.
Santaniello, Dan
33rd St. & 20th Ave. L. P. Market
Wisotsky, I.
Yuen, Roy
Baron C. (From 5/1/30—4/30/31
Pietromartiro C. (From 7/1/30—6/30/31
Steuer William (From 7/1/30—6/30/31)
Goldberg Harry (From 7/1/30—6/30/31)
Eighteenth Ave. L. P. (From 7/1/30—6/30/31)

Addresses omitted. See stipulation.

[fol. 1051]

EXHIBIT 28

Payments Made to Live Poultry Dealers Protective Association of N. Y. & Vicinity by Bernstein & Sons, Inc.

Year	Month		How Paid		Amount
1928	December	3	By Check		$224.60
"	"	6	"	"	215.80
"	"	13	"	"	404.40
"	"	20	"	"	277.00
"	"	27	"	"	306.20
1929	January	3	"	"	361.10
"	"	10	"	"	376.10
"	"	17	"	"	357.00
"	"	24	"	"	240.90
"	"	31	"	"	311.90
"	February	7	"	"	247.30
"	"	14	"	"	251.70
"	"	21	"	"	261.80
"	"	28	"	"	269.40
"	March	7	"	"	227.20
"	"	14	"	"	233.20
"	"	21	"	"	250.00
"	"	28	"	"	255.00
"	April	4	"	"	232.30
"	"	11	"	"	349.70
"	"	18	"	"	256.30
"	"	25	"	"	237.60
"	May	2	"	"	230.10
"	"	9	"	"	350.00
"	"	16	"	"	233.80
"	"	23	"	"	259.80
"	"	30	"	"	212.60
"	June	6	"	"	238.80
"	"	13	"	"	230.80
"	"	20	"	"	225.70
"	"	27	"	"	246.60
"	July	5	"	"	250.20
"	"	11	"	"	601.70
"	"	18	"	"	386.90
"	"	25	"	"	298.10
"	August	1	"	"	549.20
"	"	8	"	"	315.10
"	"	15	"	"	333.00
"	"	22	"	"	287.30
"	"	29	"	"	337.20
"	September	5	"	"	274.00
"	"	12	"	"	312.40
"	"	19	"	"	328.10
"	"	26	"	"	311.60
"	October	3	"	"	421.80
"	"	10	"	"	344.70
"	"	17	"	"	316.00
"	"	24	"	"	357.50
"	"	31	"	"	334.00
"	November	7	"	"	297.30
"	"	14	"	"	361.30
"	"	21	"	"	354.50
"	"	28	"	"	332.75
"	December	5	"	"	333.75
"	"	12	"	"	529.95
"	"	19	"	"	388.20
"	"	26	"	"	354.45
1930	January	2	"	"	362.25

[fol. 1052]

Year	Month		How Paid	Amount
1930	January	9	By Check	$521.25
"	"	16	" "	488.15
"	"	23	" "	403.35
"	"	30	" "	319.95
"	February	6	" "	314.85
"	"	13	" "	343.65
"	"	20	" "	355.35
"	"	27	" "	351.30
"	March	6	" "	387.30
"	"	13	" "	363.45
"	"	20	" "	351.15
"	"	27	" "	352.80
"	April	3	" "	359.25
"	"	10	" "	399.15
"	"	17	" "	405.45
"	"	24	" "	557.80
"	May	1	" "	606.05
"	"	8	" "	423.60
"	"	15	" "	467.70
"	"	22	" "	483.45
"	"	29	" "	443.30
"	June	5	" "	537.30
"	"	12	" "	500.60
"	"	19	" "	84.50
"	"	19	" "	589.20
"	"	26	" "	506.75
"	July	3	" "	541.00
"	"	10	" "	570.10
"	"	17	" "	539.60
"	"	24	" "	557.65
"	"	31	" "	525.15
"	August	7	" "	558.25
"	"	14	" "	597.40
"	"	21	" "	610.55
"	"	28	" "	626.70
"	September	4	" "	568.75
"	"	11	" "	623.30
"	"	18	" "	599.70
"	"	25	" "	507.85
"	October	3	" "	666.75
"	"	9	" "	768.30
"	"	16	" "	855.10
"	"	23	" "	704.90
"	"	30	" "	668.30
"	November	6	" "	562.90
"	"	13	" "	549.75
"	"	20	" "	578.45
"	"	27	" "	469.65
"	December	4	" "	437.40
"	"	11	" "	634.60
"	"	18	" "	511.40
"	"	24	" "	696.80
1931	January	2	" "	726.60
"	"	8	" "	834.90
"	"	15	" "	869.80
"	"	22	" "	722.90
"	"	29	" "	711.60
"	February	5	" "	716.40
"	"	12	" "	724.40
"	"	19	" "	706.30
"	"	26	" "	728.00
"	March	5	" "	710.40
"	"	12	" "	663.90
"	"	19	" "	646.50

[fol. 1053]

Year	Month		How Paid	Amount
1931	March	26	By Check	$634.70
"	April	2	" "	620.20
"	"	9	" "	747.70
"	"	16	" "	780.50
"	"	23	" "	713.20
"	"	30	" "	651.20
"	May	7	" "	616.00
"	"	14	" "	628.90
"	"	21	" "	622.60
"	"	28	" "	606.10
"	June	4	" "	623.70
"	"	11	" "	621.00
"	"	18	" "	630.10
"	"	25	" "	588.70
"	July	2	" "	583.90
"	"	9	" "	580.50
"	"	16	" "	564.00
"	"	23	" "	569.20
"	"	30	" "	533.50
"	August	6	" "	575.00
"	"	13	" "	525.60
"	"	20	" "	581.50
"	"	27	" "	555.10
"	September	3	" "	566.50
"	"	10	" "	581.20

[fol. 1054] EXHIBIT 29

Names Listed Below cover Assignments of the Live Poultry Slaughter House Association for a period of one (1) year, commencing 9/8–1931 until 9/7/1932.

Name	Name
Bathgate Live Poultry Corp.	Horenstein & Bromberg, Inc.
B-G Poultry Market, Inc.	Hasenfratz, J.
Berkshire Live Poultry Co., Inc.	Harrison Live Poultry Co.
	Ideal Live Poultry M'kt
Blythebourne L. P. Market, Inc.	Johnson Ave. L. P. Co. (M. Ginsberg)
Belmont L. P. Co. (Abe Mintz)	Kings Poultry Co. (M. D. Litvack)
Flatbush Poultry Co. (M. Troob)	Mamber & Pepper
	Marotznik, Louis
Flushing Sanitary Poultry Co.	Morris Ave. L. P. Market
Gordon Brothers	Manne Brothers
Gross & Steinberg	121st St. Live Poultry M'kt Inc.
B. M. & N. Poultry Co., Inc.	
Gerger, Louis	Oster, Meyer
Hellman, Morris (A. Kleinman)	Passon & Co.
	Panesh Poultry Co.

Purdy St. Live Poultry M'kt
Pullman Poultry Co.
Perlman, A.
Public L. P. Market
Rosen, Max
Simon, Benjamin
Sokoloff, Siegel & Zarkin
Sanit, James
S. & K. Poultry Co., Inc.
Uneeda Live Poultry Market
Winkler & Diamont, Inc.
Webster Live Poultry Market
Winkel, A. L.
Dworkin, Harry
Haber Brothers
Lewis L. P. M'kt (Sam Finkelstein)
Mirotznik & Wernick
Nierenberg, Hyman
Cohen, J. Poultry Co., Inc.
Shore Road L. P. M'kt (L. Winkler)

Addresses omitted. See Stipulation.

[fol. 1055] EXHIBIT 30

Payments Made to Live Poultry Slaughter House Association by Bernstein & Sons, Inc.

Year	Month		How paid		Amount
1931	September	17	By	Check	$1061.70
"	"	24	"	"	1534.20
"	October	1	"	"	1780.00
"	"	8	"	"	1567.60
"	"	15	"	"	1420.40
"	"	22	"	"	1449.00
"	"	29	"	"	1357.20
"	November	5	"	"	1304.70
"	"	12	"	"	1218.10
"	"	19	"	"	1219.30

(Check of 11/19-1931, $1,219.30, ready to be mailed.)

[fol. 1056] EXHIBIT 32

Members of the Greater New York Live Poultry Chamber of Commerce

Members of the Year of November 16, 1927, Until November 15, 1928

Bronx

Wikler & Deimant, Inc.
A. Bloom, Inc.
Monroe Poultry Co., Inc.
K. Gross, Inc.
F. G. T. L. P. Co., Inc.
M. Siegel
H. & S. Poultry Co., Inc.
Horenstein & Spatz, Inc.
Tremont L. P. Co., Inc.
Webster L. P. Corp.
M. Rosen L. P. Co., Inc.
Sokoloff & Siegel, Inc.
Bronx Poultry Co., Inc. (David Grossman)
I. Frank
Van Nest L. P. M'kt, Inc.
B. Panesh
M. Friedlander
Barney Azwolinsky
Manne Bros.

Harlem

Morris Romaner, Inc.
Schiller & Levy
121st St. L. P. M'kt, Inc.
Albert L. Winkel, Inc.
Yorkgate L. P. M'kt (Max Kaplan)
Plotkin & Zarkin
Yorkville L. P. M'kt, Inc. Max Cohen
Perrick Bros.
Schaier & Glazer
Wm. Simon, Inc.
137th St. L. P. M'kt

[fol. 1057]

East Side

Chas. Finkelstein, Inc.
Plotkin & Zimmering
Louis Weidberg & Son
I. Wernick
Mirotznik & Rosenberg, Inc.
Haber Bros.
Edward Semmel
Frankfater Bros.
Wolfe Poultry Co.
Howard L. P. M'kt, Inc.
Grand St. L. P. M'kt, Inc. (Chast & Binder)
H. Kosansky
D. & W. Katz
Pitt St. L. P. M'kt, Inc.

East New York & Brownsville

B. Taits, Inc.
Weinstein L. P. M'kt, Inc.
Dvorkin & Blumenfeld, Inc.
Garber & Oster
Morris L. Hellman
Gordon L. P. Co., Inc.
David Hirshon
Howard L. P. Co., Inc.
Abram Kleinman
Koslow & Miller
Louis Marotznick
Mintz & Krasilnick
Prospect L. P. M'kt, Inc.
Harry Rubin
David Hasenfratz & Son
I. Resnick
Samuel Kadin, Inc.
Frisman & Azwolinsky
Sorkin Bros.
Gordon & Lippman

[fol. 1058]

Williamsburg

Louis Gold
H. Lokietz & Sons, Inc.
Dinetman L. P. Co., Inc. (Emerson)
Gordon Bros.
Irving L. P. M'kt, Inc.
Mamber & Pepper
M. Sahn & Son, Inc.
Philip Skloot
Steuer Poultry Co.
Max Gold
Berkowitz & Finkel
Podbrosky Bros.
Leo Gold
Harry Fertig

Borough Park, Coney Island, Etc.

Joe Usim
Bath Beach L. P. Market, Inc. (Louis Schenckman)
Church Ave. L. P. Market, Inc. (Abe Brockstein)
Bensonhurst L. P. Market (H. Seldin)
Park L. P. Co., Inc. (Kantrowitz & Chernick)
Harrison L. P. Co., Inc.

[fol. 1059]

Joe Scull, Inc.
Isaac E. Burg
Morris Gerber, Inc.
Sunset L. P. Co., Inc.
Midwood L. P. M'kt, Inc.
Howard Poultry Co., Inc.
Max Glantz
Passon & Co.
Berkshire L. P. Co., Inc. (S. Barkan)
Beachview L. P. M'kt. (Sam English)
Ft. Hamilton L. P. M'kt (Sam Schuckman)
West End L. P. M'kt (Donne & Lichter)
Meyer Taxel
Kings L. P. M'kt, Inc.
Uneeda L. P. M'kt, Inc.
Blythebourne L. P. M'kt, Inc.

Addresses omitted. See stipulation.

[fol. 1060]

EXHIBIT 33

Names listed below cover assignments of the Live Poultry Dealers Protective Ass'n of N. Y. & Vicinity for a period of one (1) year commencing November 16th, 1928, until November 15th, 1929, Inc.

Name	Name
Astoria Live Poultry Co.	Baskin, Max
Arotzky Brothers	Baron, Chas.
Antzis & Company	Binder, M.
Ashburton Ave. Poultry M'kt (S. Conova)	Cea, Rocco
Borofeld Live Poultry M'kt	Chimbel, Philip
Bass Philip	Cohen, B.
Brown Harry	Caroni & Parteni
Broadway Live Poultry M'kt, Inc.	Cea, Steffin
Bernstein, Nathan	Cheplowitz, Peter
Brown & Bergenfeld	Clementi, M.
Brookside Live Poultry M'kt	D'Amore, A.
Blick, S.	Dolobovsky, Julius
	Davidson, I.
	DeNigris, Rocco

Name

Edlstein, Sam
Franklin, Herman
Freund, Louis M.
Feldman, Sam
Fifty-Fifth St. Poultry Co.
Feldman, Louis & Son
Fein, Morris
Franklin, Benjamin
Falco, Chas.
Forsmith, Benj.
Fressello, G.
Feldman, Rafel
Fasano, Dominick
Fleischer, R.
Feldman, Sam
Feldman, Sam
Glenwood Rd. Poultry M'kt (A. Klein)
Goldstein & Co.
Glassman, Sol
Gelof Harry (112th St. L. P. Market)
Goldberg, S. (Garden L. P. Market)
Ginsburg, D.
Gillman, B.
Gallello Bros.
Hillman, Sam
Harnett, Jacob
Hempstead Live Poultry M'kt
Hishkowitz & Goldberg

[fol. 1061]

Jaffee & Cohen
Jackson Live Poultry M'kt
Jaffee, Max
Jeadlicka's L. P. Market
Joselson & Safran
Junius Live Poultry M'kt
Kaplan & Gold
Kowalsky, Jacob
Kowalsky Brothers
Kaplan B. (Evergreen LP. Market)

Name

Kowalsky, Ch.
Kassak, A.
Laub, Jos. A.
Lerman, Louis
Laqua, Tony (Philip)
Livoti, C., L. P. Market
Leffel, Philip
Milazzo, Nicolo
Mazzeo Bros.
Mazzeo & Lazealo
Market St. Poultry Corp.
Mione & Pellegrino
Miano & Son
Milavsky, L.
Mines, Joe
Milavsky, Philip
Markowitz & Michael
Morgenbesser, Nathan
Goldowitz Bros.
Pack, Ben
Perlman, Alexander
Piccolo, S.
Pack, David
Penzavechia, S.
Posteraro, Jack
Powell & Lefkowitz
Pietro, S.
Papish, A.
Queens County L. P. Market
Fanelli, Leonard
Rosenstein, Harry
Robish & Berkowitz
Reed, Wm. J.
Ranish, Wm.
Russo, Chas.
Rivlin & Edelman
Rubinstein & Gelbutch
Renna, E.
Rosen & Wilkin
Ritter, Louis
Rimer & Grassgreen
Rifkin & Woloshin
Reznick, Max
Roth, Joseph

Name	Name
Rodney Live Poultry Market, Inc.	V. & L. Live Poultry Market
Shapiro, Cecil	Wiener & Zorn
Schiller & Joselson	Wisotsky, Irving
So. Brooklyn Poultry Corp.	Woodside Live Poultry M'kt
Sobelson & Deutch	Wolfe, Isaac
Safron, Herman	Weiss, Irving
Siegel, Wm.	Westchester Live Poultry Market
Tannenbaum, A. H.	Wallach & Kranz
Tartazky, Geo.	Whiters St. L. P. Market (Gelb & Einhorn)
Tartazky & Finkelstein	York Live P. Market (J. Kowalsky)
[fol. 1062]	
Union St. Poultry Market	

Addresses Omitted. See Stipulation.

(Here follow Exhibits 40 to 45, side folios 1063, 1064, 1065, 1066, 1067, and 1068)

No. 14 Brooklyn, N.Y. 9-10 1927 D

THE PUBLIC NATIONAL BANK 1-238

OF NEW YORK.
PITKIN AVENUE BRANCH
PITKIN AVENUE AND WATKINS STR.

Pay to the order of Sol $ 40 00

Forty 00 Dollars

11724

Dora Harriett

EXHIBIT No. 6

Ex. 40

G52-30

CITIZENS BANK OF BROOKLYN
PROSPECT POULTRY CO.

SEP 12 1927
CITIZENS BANK OF BROOKLYN
1-835

S/ Byrnes

808

No. 3 Brooklyn, N.Y. 9-3 1927 D

THE PUBLIC NATIONAL BANK 1-238

OF NEW YORK
PITKIN AVENUE BRANCH
PITKIN AVENUE AND WATKINS ST.

Pay to the order of Sash $45 00

Forty five 00 Dollars

1172

Dora Harnett

EXHIBIT NO. 5

8068
1064

Ex. 41-

652.30

PAY TO THE ORDER OF
CITIZENS BANK OF BROOKLYN
PROSPECT POULTRY CO.

RECEIVED PAYMENT
THE CHEMICAL NATIONAL BANK
OF NEW YORK
SEP - 7 1927

PAY TO THE ORDER OF
Any Bank, Banker or Trust Co.
FROM LIBERTY NATIONAL BANK

THIS CHECK IS ISSUED IN PAYMENT OF ITEMS AS PER STATEMENT FOLLOWING. ENDORSEMENT OF PAYEE WILL CONSTITUTE A RECEIPT IN FULL

DATE.		AMOUNT	
TOTAL			
DISCOUNT			
NET			

S. & D. HARNETT
Wholesale & Retail LIVE POULTRY
122 GEORGIAN AVENUE

No. 957 D

11724

PAY TO THE ORDER OF [illegible] BROOKLYN, N.Y. 8- VV 1927

$ 42 00

Forty two DOLLARS

TO THE PUBLIC NATIONAL BANK
OF NEW YORK.
PITKIN AVENUE BRANCH
1-238 PITKIN AVENUE AND WATKINS STR
BROOKLYN, N.Y.

Dora Harnett

Ex. 42

Paul Weiss

THE CLEARING HOUSE ASS'N
NOT GOOD FOR MORE THAN $100
AUG 29 27

EXHIBIT NO. 4

1065

THIS CHECK IS ISSUED IN PAYMENT OF ITEMS AS PER STATEMENT FOLLOWING. ENDORSEMENT OF PAYEE WILL CONSTITUTE A RECEIPT IN FULL

DATE		AMOUNT	
TOTAL			
DISCOUNT			
NET			

S. & D. HARNETT
Wholesale & Retail LIVE POULTRY
429 HEGEMAN AVENUE

No. 943 D

11724

PAY TO THE ORDER OF Cash

BROOKLYN, N.Y. Aug 15 1927

$43 59/100

Forty-three 59/100 DOLLARS

TO THE PUBLIC NATIONAL BANK
OF NEW YORK.
PITKIN AVENUE BRANCH
1-238 PITKIN AVENUE AND WATKINS STR.
BROOKLYN, N.Y.

Etta Harnett

Ex. 43

PAY TO THE ORDER OF
Any Bank, Banker or Trust Company

AUG 15 1927

CITIZENS BANK OF BROOKLYN

THE CHEMICAL NATIONAL BANK OF NEW YORK
RECEIVED PAYMENT THROUGH THE CLEARING HOUSE
AUG 16 1927
CHECK DEPARTMENT
FEDERAL RESERVE BANK
PRIOR ENDORSEMENTS GUARANTEED

Ex 3 of 11/22/27
Joseph Rosenberg
Referee

EXHIBIT NO. 3

8069
1066

NO. C.A. 6111

Seattle

Public Hall Land Station and Trust

Brooklyn Aug 8 1927

PAY TO THE ORDER OF Cash $44.00

Forty four 00/100 DOLLARS

1941

H Schmidt

Ex 1 recd 11/2/27 Prosecutor's Office

Charles Ford

Ex 20

EXHIBIT NO. 1

808

EXHIBIT NO. 2

8061
1068

Samuel Lipton
& Lefkowitz
129.

Gen'l 2

RECEIVED PAYMENT
SECOND TELLER
AUG 13 1927
THE CHASE NATIONAL BANK & TRUST CO.
OF NEW YORK

Ex. 45

Ex. 2 mod.
11/22/29

NO.

Public Note Brand Letter Air Offset

PAY TO THE ORDER OF Samuel Lipton

Thirty five 00/100 DOLLARS

8-9 1927

$35.00

Lefkowitz

1541.

[fol. 1069] EXHIBIT 47

Judgment Roll

Supreme Court, Kings County

THE PEOPLE OF THE STATE OF NEW YORK, Plaintiff,

against

COMMUNITY LIVE POULTRY CORPORATION, Defendant

Judgment.

This action having been duly instituted by the People of the State of New York upon leave being obtained in this Court for a judgment annulling the corporate existence of the defendant under Section 130 of the General Corporation Law of the State of New York upon the ground that the said corporation has violated the Laws of the State of New York whereby it has violated its charter and become liable to be dissolved by the abuse of its corporate powers, the action being one triable of course and of right by a jury as prescribed by Section 133 of the General Corporation Law of the State of New York and this Court having directed that all the questions on the issues in this case be tried by a jury and a trial term of this Court and this Court having duly framed questions for submission to the jury and the action having been duly tried by the Court and a jury at a Trial Term of this Court held in and for the County of Kings on the 19th, 20th and 21st days of April, 1926, and the said questions having been thereupon duly tried and the verdict of the jury having been duly found and recorded as follows:

First: Was the defendant corporation organized for the purpose of effecting a combination of live poultry dealers so as to control the sale at retail and the price to be obtained therefor of live poultry in the sections known as [fol. 1070] Williamsburgh and Greenpoint in the County of Kings?

To this question the Jury answered Yes.

Second. Did the defendant corporation to a substantial degree obtain control of the business of retailing live poul-

try in the Williamsburgh and Greenpoint sections of the County of Kings under agreements leasing to it the places of business of former independent retailers and the installation of the former proprietors of business places as managers thereof at a weekly salary and fixing the prices at which live poultry should be sold at retail by those subject to the defendant's control through a price-fixing committee?

To this question the Jury answered Yes.

Third. Did the operations of the defendant corporation result in placing it in a position to control to a substantial degree the business of selling live poultry in the Williamsburgh and Greenpoint sections of the County of Kings?

To this question the Jury answered Yes.

Fourth. Did the acts of the defendant in the conduct of its business restrain or prevent competition in the Williamsburgh and Greenpoint sections of the County of Kings in the supply or price of live poultry to consumers?

To this question the Jury answered Yes.

The Court having adopted such findings of the jury and the Court having duly made its decision in writing stating the facts found and conclusions of law thereon and directing judgment to be entered as hereinafter stated, due notice of application of this judgment having been given to the defendant's attorney is directed by this Court, the plaintiff's costs having been duly taxed at Ninety Six & 10/100 Dollars ($96.10/100), it is, on motion of Albert Ottinger, Attorney-General of the State of New York, attorney for plaintiff,

[fol. 1071] Ordered, adjudged, and decreed that the charter or certificate of incorporation of the defendant Community Live Poultry Corporation be and the same hereby is vacated and the existence of the defendant Community Live Poultry Corporation be and the same hereby is annulled on the ground that the defendant Community Live Poultry Corporation has offended against the provisions of the General Corporation Law of the State of New York under which it was organized and has violated the provisions of Section 340 of the General Business Law of the State of New York and has abused its corporate powers; and it is

Further ordered, adjudged, and decreed that the defend-

ant Community Live Poultry Corporation, its directors, officers, managers and employees be and they hereby are jointly and severally enjoined and restrained from transacting any corporate business or in any manner transferring, disposing or interfering with any of the property of the defendant Community Live Poultry Corporation except to turn over the same to the receiver hereinafter designated in this judgment; and it is

Further ordered, adjudged, and decreed that Abram Sebring, 60 Wall St., be and he hereby is appointed as permanent receiver of the defendant Community Live Poultry Corporation with the usual powers and duties enjoyed and exercised by receivers according to the practice of this court and all the statutes in such case made and provided and he is hereby authorized to take possession of and sequestrate the property, things in action and effects, real and personal, of the defendant Community Live Poultry Corporation and to take possession of and sell all such property and distribute the same among the creditors, stockholders and other persons entitled thereto under the direction of this Court; and it is

[fol. 1072] Further ordered, adjudged, and decreed that said receiver before entering upon the duties of this trust execute to the People of the State of New York and file with the Clerk of this Court a bond in the penalty of Five Thousand ($5,000.00) Dollars with at least two sufficient sureties or a surety company, name to be approved by a Justice of this Court conditioned to the faithful discharge of his duties as a receiver and for the final accounting of all moneys and property received by him; and it is

Further ordered, adjudged, and decreed that the said receiver deposit all moneys received by him not required for immediate disbursement in the Lawyers Trust Co. in the Borough of Brooklyn, City of New York and County of Kings; and it is

Further ordered, adjudged, and decreed that the receiver pay to the plaintiff The People of the State of New York through the Attorney-General of the State of New York the sum of Ninety Six 10/100 ($96.10) Dollars the costs and disbursements of the plaintiff as taxed by the Clerk of this Court; and it is

Further ordered, adjudged, and decreed that either party to this action may apply to this Court at the foot of this

judgment for such further order or direction as may be necessary or may hereafter appear to this Court to be proper and just.

Enter.

Stephen Callaghan, Justice of the Supreme Court of the State of New York. William E. Kelly, Clerk.

Granted April 30, 1926.

William E. Kelly, Clerk.

[fol. 1073] Supreme Court, Kings County

THE PEOPLE OF THE STATE OF NEW YORK, Plaintiff,

against

COMMUNITY LIVE POULTRY CORPORATION, Defendant

Findings of Fact and Conclusions of Law

This action having been duly instituted by the People of the State of New York upon leave being obtained in this Court for a judgment annulling the corporate existence of the defendant under Section 130 of the General Corporation Law of the State of New York upon the ground that the said corporation has violated the Laws of the State of New York whereby it has violated its charter and become liable to be dissolved by the abuse of its corporate powers, the action being one triable of course and of right by a jury as prescribed by Section 133 of the General Corporation Law of the State of New York and this Court having directed that all the questions on the issues in this case be tried by a jury and a trial term of this Court and this Court having duly framed questions for submission to the jury and the action having been duly tried by the Court and a jury at a Trial Term of this Court held in and for the County of Kings on the 19th, 20th and 21st days of April, 1926, and the said questions having been thereupon duly tried and the verdict of the jury having been duly found and recorded as follows:

First. Was the defendant corporation organized for the purpose of effecting a combination of live poultry dealers so as to control the sale at retail and the price to be obtained therefor of live poultry in the sections known as Williamsburgh and Greenpoint in the County of Kings?

To this question the Jury answered Yes.

[fol. 1074] Second. Did the defendant corporation to a substantial degree obtain control of the business of retailing live poultry in the Williamsburgh and Greenpoint sections of the County of Kings under agreements leasing to it the places of business of former independent retailers and the installation of the former proprietors of business places as managers thereof at a weekly salary and fixing the prices at which live poultry should be sold at retail by those subject to the defendant's control through a price-fixing committee?

To this question the Jury answered Yes.

Third. Did the operations of the defendant corporation result in placing it in a position to control to a substantial degree the business of selling live poultry in the Williamsburgh and Greenpoint sections of the County of Kings?

To this question the Jury answered Yes.

Fourth. Did the acts of the defendant in the conduct of its business restrain or prevent competition in the Williamsburgh and Greenpoint sections of the County of Kings in the supply price of live poultry to consumers?

To this question the Jury answered Yes.

The Court having adopted such findings of the jury now upon the pleadings and the evidence of the parties in said verdict and upon reading and filing the notice of application for final judgment on the whole issues herein, dated the 22nd day of April, 1926, and after hearing Israel M. Lerner, Esq., Deputy Attorney-General, of counsel for the plaintiff, and Isidor Neuwirth, Esq., of counsel for the defendant, in opposition, and due deliberation thereon having been had, I decide as follows:

First. That Albert Ottinger is the Attorney-General of the State of New York, duly qualified and acting as such [fol. 1075] and that, pursuant to an order of the Supreme Court of the State of New York, County of Kings, dated the 24th day of February, 1926, and duly entered in the office of the Clerk of the County of Kings on said date, he has been duly authorized to commence this action in the name of the People of the State of New York against the Community Live Poultry Corporation to procure a judgment vacating the charter and annulling the existence of the said corporation upon the ground that it has violated

the laws of the State of New York whereby it has forfeited its charter and has become liable to be dissolved by the abuse of its corporate powers.

Second. That at all times hereinafter mentioned defendant, Community Live Poultry Corporation, was and still is a corporation organized and existing under and by virtue of the laws of the State of New York.

Third. That the defendant, Community Live Poultry Corporation, was organized for the purpose of effecting a combination of live poultry dealers so as to control the sale at retail and the prices to be obtained therefor of live poultry in the sections known as Williamsburgh and Greenpoint in the County of Kings.

Fourth. That the defendant corporation to a substantial degree obtained control of the business of retailing live poultry in the Williamsburgh and Greenpoint sections of the County of Kings under agreements leasing to it the places of business of former independent retailers and the installation of the former proprietors of business places as managers thereof at a weekly salary and fixing the prices at which live poultry should be sold at retail by those subject to the defendant's control through a price-fixing committee.

Fifth. That the operations of the defendant corporation resulted in placing it in a position to control to a substantial degree the business of selling live poultry in the Wil- [fol. 1076] liamsburgh and Greenpoint sections of the County of Kings.

Sixth. That the acts of the defendant in the conduct of its business did restrain and prevent competition in the Williamsburgh and Greenpoint sections of the County of Kings in the supply or price of live poultry to consumers.

Seventh. That the defendant Community Live Poultry Corporation was and is an unlawful combination in restraint of trade and has been and is conducting its corporate franchise in violation of the laws of the State of New York and particularly Sections 340 to 346 of the General Business Law of the State of New York and has abused the corporate powers conferred upon it by the State of New York.

Conclusions of Law

First. That the defendant has established a monopoly in the sale of live poultry to consumers in the Williamsburgh and Greenpoint sections of the County of Kings and has restrained and prevented for the purpose of creating, establishing and maintaining said monopoly the free pursuit in said district of the sale at retail of live poultry in violation of Section 340 of the General Business Law of the State of New York.

Second. That the defendant Community Live Poultry Corporation has offended against the provisions of the General Corporation Law of the State of New York under which it was created and has been guilty of a violation of Section 340 of the General Business Law of the State of New York, has abused its corporate powers and the charter of the defendant Community Live Poultry Corporation should be vacated and its corporate existence annulled.

Third. That a receiver of the property and effects of the defendant Community Live Poultry Corporation should be appointed pursuant to law with all the powers and [fol. 1077] authority conferred by law and subject to all the duties and liabilities imposed upon such receivers in such cases.

Fourth. That the defendant Community Live Poultry Corporation should, through its directors, officers, managers and employees, be restrained by injunction from transacting any corporate business or in any manner transferring, disposing or interfering with any of its property or assets except to transfer the same to the receiver appointed by this Court.

Fifth. That the plaintiff herein recover the costs and disbursements of this action.

Sixth. Let judgment be entered accordingly.

Dated April 30, 1926.

Stephen Callaghan, Justice of the Supreme Court of the State of New York.

[fol. 1078] At a Special Term of the Supreme Court held in and for the County of Kings, at the County Court House,

in the Borough of Brooklyn, City of New York, County of Kings, State of New York, on the 24th day of February, 1926.

Present: Hon. Mitchell May, Justice.

In the Matter of the Application of ALBERT OTTINGER, Attorney-General of the State of New York, for Leave to Commence an Action in This Court to Vacate the Certificate of Incorporation and Annul the Corporate Existence of the COMMUNITY LIVE POULTRY CORPORATION, a Corporation Organized and Created under and by Virtue of the Laws of the State of New York

Petition and Order for Leave to Commence Action

Upon reading and filing the annexed petition of Albert Ottinger, Attorney-General of the State of New York, verified the 23rd day of February, 1926, wherefrom it satisfactorily appears to this Court that there exists reasonable grounds justifying the Attorney-General of the State of New York to commence an action in the name of the People of the State of New York against the Community Live Poultry Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of New York, to annul the corporate existence of said corporation, under the provisions of Article 7 of the General Corporation Law of the State of New York, upon the grounds that said corporation has violated the laws of the State of New York, and particularly, Sections 340 to 346 of the General Business Law of the State of New York, and has abused its corporate powers, conferred upon it, by the State of New York, in creating and maintaining an [fol. 1079] unlawful monopoly in the purchase and sale of live poultry in the Borough of Brooklyn, City of New York and particularly that portion thereof, known as Williamsburg and Greenpoint, and that said corporation has conducted its corporate franchise to create such unlawful monopoly, and to constitute itself as a Price Fixing Corporation in the purchase and sale of live poultry in said territories; and that by reason of said unlawful acts, and abuse of its corporate powers, it has become liable to be dissolved, in accordance with the provisions of the General Corporation Law of the State of New York heretofore set forth.

Now, on motion of Albert Ottinger, Esq., Attorney-General of the State of New York, it is

Ordered that pursuant to Sections 130 and 131 of the General Corporation Law of the State of New York, leave be and hereby is granted to the Attorney-General of the State of New York to commence an action in the name of the People of the State of New York against the Community Live Poultry Corporation, to procure a judgment vacating the charter and annul-ing the existence of the said corporation, upon the ground that it has violated the laws of the State of New York, whereby it has forfeited its charter and has become liable to be dissolved by the abuse of its corporate powers.

Enter.

Mitchell May, Justice of the Supreme Court of the State of New York.

Granted Feb. 24, 1926.

William E. Kelly, Clerk.

[fol. 1080] SUPREME COURT, KINGS COUNTY

In the Matter of the Application of ALBERT OTTINGER, Attorney-General of the State of New York, for Leave to Commence an Action in This Court to Vacate the Certificate of Incorporation and Annul the Corporate Existence of the COMMUNITY LIVE POULTRY CORPORATION, a Corporation Organized and Created under and by Virtue of the Laws of the State of New York

To the Honorable Justices of the Supreme Court of the State of New York, County of Kings:

The petition of Albert Ottinger, Attorney-General of the State of New York, respectfully alleges:

First. That your petitioner is the Attorney-General of the State of New York, duly qualified and acting as such.

Second. That the Community Live Poultry Corporation is a corporation organized and existing under and by virtue of the laws of the State of New York, having duly filed its certificate of incorporation in the office of the Secretary of State of the State of New York on the 12th day of January, 1925, and in the office of the Clerk of the County of

Kings on the 14th day of January, 1925, and that a copy of the Certificate of Incorporation of the said Community Live Poultry Corporation is hereto annexed and marked "Exhibit A", and the contents thereof are herewith reiterated with the same force and effect, as if again set forth at length.

Third. That on or about the 26th day of January, 1926, complaint was made to your petitioner, that the Community [fol. 1081] Live Poultry Corporation was not oragnized or conducting its business in accordance with the provisions of its certificate of incorporation, by conducting a legitimate buying and selling enterprise, but was organized for the purpose of compelling live poultry dealers to become stockholders in said corporation, to compel such dealers to turn over their business to such corporation and become employees thereof under threat and intimidation that they would be forced out of business in the event of their refusal to do so, and that said corporation was organized and its business conducted to obtain a monopoly of the live poultry industry in the Borough of Brooklyn, City of New York and particularly in the territories known as Williamsburg and Greenpoint, so that live poultry could be purchased from the source of supply only through said corporation, and the said corporation dictated the final retail price at which said poultry should be ultimately sold to the consumer, all in violation of Article 25, Sections 340 to 346 inclusive of the General Business Law of the State of New York.

Fourth. That as a result of said complaints, the petitioner presented a petition to this court, for an order, appointing a Referee to take testimony of the facts of such complaint, and that on said petition an order was duly made by this court on the 26th day of January, 1926, appointing Harold L. Turk, Esq., as Referee to take such testimony, and that a true copy of said order of reference is hereto annexed and marked "Exhibit B", and the contents thereof are hereby reiterated with the same force and effect as though they had been set forth at length.

Fifth. The hearings were duly had before said Referee, and the testimony before the said Referee established, to

the satisfaction of your petitioner, the following state of [fol. 1082] facts:

That persons having established live poultry businesses were induced to become stockholders of said corporation, upon representations made to them by the officers of the corporation, that the sole object of the corporation was for the purpose of obtaining a one hundred percent membership of the live poultry dealers in the territory in which the corporation operated, to wit, that part of the Borough of Brooklyn, City of New York, known as Williamsburg and Greenpoint, for the purpose of enabling the corporation to wipe out all competition that then existed between the live poultry dealers in that territory, to enable the corporation to become the sole purchasing agent from the source of supply, and the sole distributors in said territory for live poultry, and to enable the said corporation to fix the price, through a Price Fixing Committee, at which live poultry should be sold to the ultimate consumer in that territory, that the officers of said corporation threatened prospective members that if they did not join said corporation as stockholders and turn over their individual business to it, and become employees of said corporation, that their only source of supply, to wit, West Washington Market, Borough of Manhattan, City of New York, would be cut off and other means would be taken by the said corporation for the purpose of causing them to suspend business.

Sixth. That the said corporation, through its Board of Directors and others constituted with them, did compel approximately one hundred percent of the retail live poultry dealers under such threats and intimidations to become stockholders in said corporation, and to turn over their businesses to said corporation, and submit to the absolute control and dictation of the corporation, its officers and directors in the conduct of said poultry business.

[fol. 1083] Seventh. That the persons so turning over their business to said corporation were thereupon employed by the corporation as managers of the businesses theretofore conducted by them, at a weekly salary, and were compelled to account to said corporation for all the sales made by them, at a price not less than the price fixed by the Board of Directors and the Price Fixing Committee of the said corporation. That if poultry was sold by any of the

said stockholders, at less than the price fixed by said corporation to the consumer, that the corporation fixed upon such stockholders the penalty of withdrawing the management of said business, taking possession of the said business, ousting the stockholder therefrom, and deducting the difference in price from the weekly salary due to the said stockholder as manager.

Eighth. From the investigation made by your petitioner, and the facts developed upon said investigation, your petitioner states that the said Community Live Poultry Corporation was not organized for the purpose of conducting a legitimate buying and selling business, on its own account but was organized for the sole object and purpose of effecting a monopoly in the live poultry business by a combination of live poultry dealers, so that the price of purchase and the price of sale of live poultry could be solely regulated and controlled by the said Community Live Poultry Corporation, and that the sole purpose of corporate activity of said corporation was to regulate and control such prices and to effect a monopoly in the live poultry industry, in violation of Sections 340 to 346 of the General Business Law of the State of New York, and in itself constitutes an unlawful combination as construed by the Court of Appeals in People vs. Milk Exchange, 145 N. Y. 267.

Ninth. That the said Community Live Poultry Corpo- [fol. 1084] ration have never obtained from the City of New York or any of its departments a license to conduct the live poultry business as required by the ordinances of said City, but has been operating solely on the licenses of its individual stockholders, conclusively establishing thereby that the sole object and purpose of the corporation was to create and maintain an illegal monopoly, and to act as a Price Fixing Corporation only.

Tenth. That the said Community Live Poultry Corporation has and is conducting its corporate franchise in violation of the laws of the State of New York, and particularly in violation of Sections 340 to 346 of the General Business Law of the State of New York. That it has abused its corporate powers, conferred upon it by the State of New York, and has thereby forfeited its corporate charter, and become liable to be dissolved, and that under the facts as stated in this petition, your deponent respectfully prays for

leave to commence an action against said corporation as provided by Article 7 of the General Corporation Law of the State of New York.

Eleventh. That no previous application for the order prayed for herein has been made to this or any other court or judge.

Wherefore your petitioner respectfully prays for an order, granting leave to the Attorney-General of the State of New York to commence an action in the name of the People of the State of New York to procure a judgment, vacating and annulling the certificate of incorporation of the Community Live Poultry Corporation together with such other and further relief, as in the premises may be proper and just.

[fol. 1085] Dated New York, February 23, 1926.

Albert Ottinger, Attorney-General of the State of New York. Office & Post Office address: Capitol, Albany, New York; New York City Bureau, 49 Chambers Street, New York City.

[fol. 1086] STATE OF NEW YORK,
City of New York,
County of New York, ss:

Israel M. Lerner, being duly sworn, deposes and says:

That he is a Deputy Attorney-General of the State of New York. That he has read, and knows the contents of the foregoing petition. That the same is true of his own knowledge, except as to those matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true. That your deponent on behalf of the Attorney-General of the State of New York, conducted the investigation before Harold L. Turk, Esq., Referee, heretofore appointed by this court to investigate the facts and circumstances in connection with the business operations of the Community Live Poultry Corporation, and that he is personally familiar with the facts and circumstances testified to in connection with the said Reference, which said facts and circumstances have been incorporated in the foregoing petition.

——.

Sworn to before me this 23rd day of February, 1926. ——.

[fol. 1087] SUPREME COURT, KINGS COUNTY

THE PEOPLE OF THE STATE OF NEW YORK, Plaintiff,

against

COMMUNITY LIVE POULTRY CORPORATION, Defendant

Pleadings

The plaintiff complaining of the defendant by Albert Ottinger, Attorney-General of the State of New York, respectfully alleges and sets forth:

First. That Albert Ottinger is the Attorney-General of the State of New York, duly qualified and acting as such and that, pursuant to an order of the Supreme Court of the State of New York, County of Kings, dated the 24th day of February, 1926, and duly entered in the office of the Clerk of the County of Kings on said date, he has been duly authorized to commence this action in the name of the People of the State of New York against the Community Live Poultry Corporation to procure a judgment vacating the charter and annulling the existence of the said corporation upon the ground that it has violated the laws of the State of New York whereby it has forfeited its charter and has become liable to be dissolved by the abuse of its corporate powers.

Second. That at all times hereinafter mentioned defendant, Community Live Poultry Corporation, was and still is a corporation organized and existing under and by virtue of the laws of the State of New York.

Third. On information and belief that the said defendant, Community Live Poultry Corporation, was not organized nor did it subsequent to its organization conduct its business in accordance with its certificate of incorporation [fol. 1088] by conducting a legitimate buying and selling enterprise but was organized for the purpose of and did conduct its business for the purpose of compelling live poultry dealers to become stockholders in said corporation, to compel such dealers to turn over their business to such corporation and become employees thereof under threat and intimidation that they would be forced out of business in the event of their refusal so to do and that said corpo-

ration was organized and its business conducted for the purpose and intent of obtaining a monopoly of the live poultry industry in the Borough of Brooklyn, City of New York, and particularly in the territories known as Williamsburgh and Greenpoint so that live poultry could be purchased from the source of supply only through said corporation and that said corporation dictated the final retail price at which said poultry should be ultimately sold to the consumer, all in violation of Article 25, Section 340 to 346 inclusive of the General Business Law of the State of New York.

Fourth. On information and belief that in carrying out the real purposes and objects of the said corporation persons having established live poultry businesses were induced to become stockholders of the said corporation upon representations made to them by the officers of the defendant corporation that the sole object of the corporation was for the purpose of obtaining one hundred per cent membership of the live poultry dealers in the territory in which the corporation operated, to wit, that part of the Borough of Brooklyn, City of New York, known as Williamsburgh and Greenpoint, for the purpose of enabling the defendant corporation to wipe out all competition that then existed between the live poultry dealers in that territory, to enable the corporation to become the sole purchasing agent from the source of supply and the sole distributor in said territory of live poultry and to enable the said corporation to [fol. 1089] fix the price through a price-fixing committee at which live poultry should be sold to the ultimate consumer in that territory; that the officers of said corporation threatened prospective members that if they did not join said corporation as stockholders and turn over its individual business to it and become employees of said corporation that their only source of supply, to wit, West Washington Market, Borough of Manhattan, City of New York, would be cut off and other means would be taken by said corporation for the purpose of causing them to suspend business; that said corporation by and through its officers and directors, did, by means of threat and intimidation, cause the live poultry dealers in said territory to become stockholders in said corporation and otherwise to bring their individual business within the jurisdiction and control thereof; that the said defendant corporation, through

its board of directors and officers, did induce approximately one hundred per cent of the retail live poultry dealers under such threats and intimidation to become stockholders in the said corporation and to turn over their business to said corporation and submit to the absolute control and dictation of the defendant corporation and its officers and directors in the conduct of the said poultry business.

Fifth. On information and belief that the persons so turning over their businesses to the said corporation were thereupon employed by said corporation as managers of the businesses theretofore conducted by them at a weekly salary and were compelled to account to said corporation all sales made by them at a price not less than the price fixed by the board of directors and the price-fixing committee of the said corporation; that if the poultry was sold by any of the stockholders at less than the price fixed by the said corporation to the consumer that the defendant [fol. 1090] corporation visited upon said stockholders the penalty of withdrawing the management of said business, taking possession of the said business, ousting the stockholder therefrom and taking the difference in price from the weekly salary due to the said stockholder as manager.

Sixth. On information and belief that the said defendant, Community Live Poultry Corporation, is not organized for the purpose of conducting a legitimate buying and selling business on its own account but it was organized for the sole object and purpose and actually did so conduct its business under its said certificate of incorporation as to effect a monopoly in the live poultry business by a combination of live poultry dealers so that the price of purchase and the price of sale of live poultry could be and was solely regulated and controlled by the said defendant, Community Live Poultry Corporation; that the sole purpose of corporate activity of said corporation was to regulate and control such prices and to effect a monopoly in the live poultry industry, all in violation of Sections 340 to 346 inclusive of the General Business Law of the State of New York.

Seventh. That the defendant corporation was and is an unlawful combination in restraint of trade and has and is conducting its corporate franchise in violation of the laws of the State of New York, particularly of Sections 340 to 346 of the General Business Law of the State of New York

and has abused the corporate powers conferred upon it by the State of New York and has thereby forfeited its corporate charter and become liable to be dissolved. That by reason of the acts of the defendant, as hereinbefore stated, the price of live poultry in the territory named to the consumer has advanced from Eight Cents to Ten Cents a pound over what said price should have been had the defendant monopoly not been created and maintained and [fol. 1091] that said advance in price was solely due to the unlawful acts of the defendant, its officers and agents in arbitrarily fixing the price for live poultry to the ultimate consumer.

Wherefore plaintiff demands judgment as follows:

First. That the defendant corporation be dissolved and its charter vacated and its existence as a corporation annulled and its rights, privileges and franchises forfeited.

Second. That a receiver of the property and effects of the defendant corporation be appointed pursuant to the provisions of the statute with all the power and authority conferred by law and subject to all the duties and liabilities imposed upon receivers in such cases.

Third. That the defendant, its directors, officers, managers and employees be restrained by injunction during the pendency of this action from transacting any corporate business or in any manner transferring, disposing or interfering with any of its property or assets and that a temporary receiver of such property and assets be appointed with all the powers and duties of temporary receivers in such cases and that an injunction order restraining creditors and all persons commencing any suit or proceeding against the defendant or taking any proceeding in any action already commenced may be granted.

Fourth. That the plaintiff may have such other and further judgment or relief in the premises as may seem to the Court proper to grant with the costs and disbursements of this action.

Albert Ottinger, Attorney-General of the State of New York. Office & Post Office address: Capitol, Albany, N. Y.; New York City Bureau, 49 Chambers Street, Borough of Manhattan, New York City, N. Y.

[fol. 1092] STATE OF NEW YORK,
City of New York,
County of New York, ss:

Israel M. Lerner, being duly sworn, deposes and says: That he is a Deputy Attorney-General of the State of New York and one of the People of the State of New York; that he has read and knows the contents of the foregoing complaint; that the same is true of his own knowledge except as to the matters therein stated to be alleged upon information and belief and that as to those matters he believes it to be true.

That the sources of deponent's information and the grounds of his belief as to all statements not made upon personal knowledge are investigations made by him upon complaints received by the Attorney-General's office in the State of New York against the defendant corporation and said investigation being made in his official capacity as Deputy Attorney-General of the State of New York and the testimony which was adduced before Hon. Harold L. Turk, Referee, appointed by an order of the Hon. Norman S. Dike, Justice of the Supreme Court of the State of New York, to take testimony of the defendant, its officers and employees in proceedings commenced by the Attorney General of the State of New York against the defendant corporation upon his petition for the purpose of ascertaining violations of the General Business Law of the State of New York by the above named defendant, its officers and agents, and upon the testimony and statements made by the witnesses called in connection with said examination and documentary evidence produced therewith.

Israel M. Lerner.

Sworn to before me this 25th day of February, 1926.
Henry Unterweiser, Notary Public, N. Y. C.

[fol. 1093] SUPREME COURT, KINGS COUNTY

THE PEOPLE OF THE STATE OF NEW YORK, Plaintiff,
vs.
COMMUNITY LIVE POULTRY CORPORATION, Defendant

Defendant, answering the complaint herein:

1. Admits so much of the allegations contained in Paragraph First of the complaint herein, as state:

"That Albert Ottinger is the Attorney-General of the State of New York, duly qualified and acting as such and that, pursuant to an order of the Supreme Court of the State of New York, County of Kings, dated the 24th day of February, 1926, and duly entered in the office of the Clerk of the County of Kings on said date, he has been duly authorized to commence this action in the name of the People of the State of New York against the Community Live Poultry Corporation,"

but except as hereinabove admitted, defendant denies the allegations in Paragraph marked First of the complaint herein.

2. Denies the allegations contained in Paragraphs marked Third, Fourth, Fifth, Sixth and Seventh of the complaint herein.

Wherefore defendant demands judgment that the complaint herein be dismissed with costs.

Isidor Neuwirth, Attorney for Defendant. O. & P. O. Address: 291 Broadway, Borough of Manhattan, City of New York.

[fol. 1094] City and State of New York,
County of New York, ss:

Samuel Sahn, being duly sworn, deposes and says:

That he is the president of the defendant in the within action; that he has read the foregoing answer and knows the contents thereof; that the same is true to his own knowledge except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes it to be true. That the reason why this verification is made by deponent and not by the Community Live Poultry Corporation is that the Community Live Poultry Corporation is a domestic corporation and deponent is an officer thereof, to wit, its President.

That the source of deponent's information and the grounds of his belief as to all matters not stated on his own knowledge are the books and records kept by said corporation.

Samuel Sahn.

Sworn to before me this 5th day of March, 1926. Samuel D. Turk. Notary Public, Kings County. Kings Co. Clk's No. 272, Reg. No. 7147. Certificates filed in New York Co. Clk's No. 303, Reg. No. 7241. Commission expires March 30th, 1927.

[fol. 1095] EXHIBIT 50

At a Special Term of the Supreme Court, held in and for the County of Kings, at the County Court House, in the Borough of Brooklyn, City and State of New York, on the May 14, 1926.

Present: Hon. William F. Hagarty, Justice.

THE PEOPLE OF THE STATE OF NEW YORK, Plaintiff,

against

SQUARE DEAL POULTRY CORPORATION, Defendant

This action having been duly instituted by the People of the State of New York upon leave being obtained in this Court for a judgment annulling the corporate existence of the defendant under Section 130 of the General Corporation Law of the State of New York upon the ground that the said corporation has violated the Laws of the State of New York whereby it has violated its charter and become liable to be dissolved by the abuse of its corporate powers, and the defendant having consented to the entry of judgment for the relief demanded in the complaint in form as entered herein and form as to be entered herein, plaintiff's costs having been duly taxed at Seventy 00/100 Dollars ($70), it is, on motion of Albert Ottinger, Attorney-General of the State of New York, attorney for Plaintiff,

Ordered, adjudged, and decreed that the charter or certificate of incorporation of the defendant, Square Deal Poultry Corporation, be and the same hereby is vacated and the existence of the defendant, Square Deal Poultry [fol. 1096] Corporation, be and the same hereby is vacated and the existence of the defendant, Square Deal Poultry Corporation, be and the same hereby is annulled on the ground that the defendant, Square Deal Poultry Corporation, has offended against the provisions of the General

Corporation Law of the State of New York, under which it was organized and has violated the provisions of Section 340 of the General Business Law of the State of New York; and it is

Further ordered, adjudged, and decreed that the defendant, Square Deal Poultry Corporation, its directors, officers, managers and employees be and they hereby are jointly and severally enjoined and restrained from transacting any corporate business or in any manner transferring, disposing or interfering with any of the property of the defendant, Square Deal Poultry Corporation, except to turn over the same to the receiver hereinafter designated in this judgment; and it is

Further ordered, adjudged, and decreed that Morris Gordon, Esq. be and he hereby is appointed as permanent receiver of the defendant, Square Deal Poultry Corporation, with the usual powers and duties enjoyed and exercised by receivers according to the practice of this court and all the statutes in such case made and provided and he is hereby authorized to take possession of and sequestrate the property, things in action and effects, real and personal, of the defendant, Square Deal Poultry Corporation, and to take possession of and sell all such property and distribute the same among the creditors, stockholders and other persons entitled thereto under the direction of this Court; and it is

Further ordered, adjudged, and decreed that said receiver before entering upon the duties of this trust execute [fol. 1097] to the People of the State of New York and file with the Clerk of this Court a bond in the penalty of Two thousand ($2,000) Dollars, with at least two sufficient sureties or a surety company, same to be approved by a Justice of this Court conditioned to the faithful discharge of his duties as a receiver and for the final accounting of all moneys and property received by him; and it is

Further ordered, adjudged, and decreed that the said receiver deposit all moneys received by him not required for immediate disbursement in the Brooklyn Trust Co., in the Borough of Brooklyn, City of New York and County of Kings; and it is

Further ordered, adjudged, and decreed that the receiver pay to the plaintiff, The People of the State of New York, through the Attorney-General of the State of New York,

through the Attorney-General of the State of New York the sum of Seventy ($70 00/100) Dollars, the costs and disbursements of the plaintiff as taxed by the Clerk of this Court; and it is

Further ordered, adjudged, and decreed that either party to this action may apply to this Court at the foot of this judgment for such further order or direction as may be necessary or may hereafter appear to this Court to be proper and just.

Enter.

W. F. H., Justice of the Supreme Court of the State of New York. William E. Kelly, Clerk.

Granted May 15, 1926.

William E. Kelly, Clerk.

[fol. 1098] EXHIBIT 52

Rev. Rothchild to work by Kaplans, 108th Str. Cor. 1th Ave.

J. Rosenman, K. Shapiro.

[fol. 1099] EXHIBIT 54

Rubin Weiner's Purchases from Shenckman

Oct.	3, 1930	16.80
Oct.	10, "	327.94
Oct.	17, "	620.
Oct.	24, "	617.
Oct.	31, "	419.33
Nov.	7, "	466.79
Nov.	14, "	441.98
Nov.	21, "	506.
Nov.	28, "	442.47
Dec.	5, "	637.70
Dec.	12, "	428.03
Dec.	19, "	390.48
Dec.	26, "	390.77
Jan.	3, 1931	416.73
Jan.	9, "	464.96

Jan.	16, 1931	476.41
Jan.	23, "	414.87
Jan.	30, "	433.80
Feb.	6, "	363.30
Feb.	13, "	322.94

[fol. 1100] EXHIBIT A

Nov. 20, 1931.

AARON STEINBERG, Witness

Direct examination:

The Witness: I am in the poultry business under the name of East Bronx Poultry Company. The owners of the market are Julius Steinberg, Aaron Steinberg and Morris Javitz. On Monday morning I went to the Dexter Poultry Company, 149th Street and East River, right near my place. There were two cars ready to be unloaded of live poultry, so I asked the man in charge of the cars by the name of Mr. Tardis if he would sell me four crates of chickens. I had my own truck, I would take them with me. There was no question of credit because I always used to buy on certain occasions and it was not a question of credit. He consented to sell me four crates of chickens. I went back to my place and I took my truck and came over to his place of business. Now in that place they do not use any crates because they slaughter poultry; so they take them out from the cars into iron cages. The iron cages hold about six or seven hundred pounds net. But anyhow he took out four empty crates, small ones. They weighed them empty crates and they get ready to start to fill them in with chickens to go onto my truck. So all of a sudden there was a telephone, from where I do not know; and within five minutes he turned back to me and said, "Mr. Steinberg, I am sorry, I cannot give you chickens. If I give you chickens I will have a strike in a few minutes." He says, "You got to go to the union, otherwise I cannot give you chickens." Then I left. After that I tried to get poultry at practically every stand in West Washington Market. On March 14th I tried to get poultry from Bert Frankel. Bert Frankel is a commission man. He told me

if he would give me a coop of poultry he would have trouble. I tried to get poultry from James N. Norris & Company. [fol. 1101] At one time, that was previous to it, I guess about a week before, their salesman, Mr. Wingfield, delivered me ten coops of poultry. The next time I go and I seen Paul Norris and asked him for poultry and he said, "Steinberg, what do you want me to do? Do you want me to have trouble?" He says, "Go back." I told him he sold me before and he says, "Do you want me to get in Dutch?" He said, "I can not give you any poultry." I tried to get poultry from Gerlach & Dinnerman. They gave me the same reason, they are finished. I spoke at Gerlach & Dinnerman to a salesman whose name I do not know. I tried to get poultry from the Palace Commission Company. The owners of the Palace are my brother, Julius Steinberg, Jake Bloom and Julius Bloom. I am in the habit of buying from the Palace.

Mr. Kaufman: May I understand, Mr. Oseas, is this the matter that was discussed before Major Daly some weeks ago?

Mr. Oseas: Yes.

Mr. Kaufman: Wasn't it agreed after the hearing that day, with Major Daly, which took almost all afternoon, that the information that Mr. Steinberg had with respect to the alleged refusal to get poultry, was not sufficiently definite, and it was agreed he was to go out with the Department of Justice man the next day, so that we would have an opportunity of definite dates and times and places, and the names of persons?

Mr. Oseas: That was agreed, and it has been done.

Mr. Kaufman: Didn't you promise to notify me the next day or a few days afterwards if there was any interference with his buying of poultry and I stated to you at that time that I advised this union that with respect to Mr. Steinberg, who had had a strike in his place of upwards of fourteen weeks, that they were not to interfere with the buying of poultry in any wise whatsoever, but that they had a perfect right to instruct their men who were members of their union not to load any of Mr. Steinberg's trucks. I think you agreed with me that my advice was properly given.

Mr. Oseas: Your Honor, will you allow me to develop the evidence?

The Court: Go on, I will hear what you have to say.

Mr. Kaufman: If your Honor please, you see we are [fol. 1102] here without any information as to what took place.

The Court: I do not, either, but I am here to see what it is. You will have an opportunity to put the whole situation before me.

The Witness: When I tried to get poultry Jake Bloom was in charge of selling on the railroad, and he told me, "Steinberg, you know I cannot sell you any poultry; if I sold you any poultry I would be tied up the next five minutes and I would not be able to take out another car." Since that time I complained. I know Mr. Amos, an agent of the Department of Justice. That is he sitting over there. Mr. Amos accompanied me to the West Washington Market. I attempted to buy poultry in Mr. Amos's presence. I went with Mr. Amos on two occasions. The first occasion I should say close to three or four weeks ago and the last occasion was about five weeks ago; I may be mistaken in a week or so. On each of those occasions every commissioner that I have approached in the presence of Mr. Amos had all told me, "I am sorry, I cannot sell you." I attempted to buy from the Independent Poultry Company and the Chelsea Poultry Company and James N. Norris & Company, Samuel Werner Company, Jule Koenig & Company, and Charles Frankel & Company.

Q. Will you give us the names of the men who spoke to you in each case?

Mr. Kaufman: Wasn't it agreed that Mr. Steinberg was to keep a very definite record of the name of every person from whom he tried to buy chickens?

Mr. Oseas: I am quite willing to testify as to the instructions I gave to Mr. Steinberg and Mr. Steinberg is here.

The Witness: I spoke to Jule Koenig, the old man himself, and to my knowledge he is the proprietor of the place; to Charley Werner of Samuel Werner, Inc., Bert Frankel of Sol Frankel, Inc., Mr. Price of the Manhattan Poultry Company; Julius Kastein, of Julius Kastein, Inc.; the Independent, the salesman I do not know—I know him by sight. After the hearing was held in your office at which

[fol. 1103] Major Daly was present, I again attempted to buy poultry in West Washington Market and Mr. Amos accompanied me. After I was unsuccessful in West Washington Market, I made several attempts to buy poultry in Philadelphia and in one case I succeeded. I went back there again and he told me that he would not sell my any poultry. The name of the man is Mr. Rabinowitz of Risser & Rabinowitz. I tried Leavitt and talked to him. I talked to Mr. Leavitt, I do not know which one. Mr. Leavitt told me that if I come in to him in the morning, early in the morning, around six o'clock, he will give me some poultry, otherwise he will not give me any poultry. I then went for poultry to West Virginia. I did buy there once from the City Produce. I did not try to buy any more there.

After that I went over to the railroad company, the New York Central, and I had asked them if they could possibly give me a siding in the Bronx on a lot of chickens to be sent in, so that I could get in the car and unload it myself with my own crates and my own loaders. However, after considerable attempts, about two weeks, they finally gave me a siding at 164th Street about fifteen blocks from my slaughterhouse. That is the Melrose Yards. And then I was introduced by Dave Bloom to Mr. Roscoe C. Wood. That is Mr. Wood sitting at the first bench. I spoke to Mr. Wood and explained the situation and told him that if he can get me a car of poultry at 164th Street, I can save the shipper $100 on each car because the union men's crates they only cost $1.65 for each one, and I can get my own crates and use them about twenty or thirty times. If I had to go and hire crates from the New Jersey Coop Company, they will charge me $1.65, but in my way I will be able to save the shipper $100 a car. Mr. Wood came up to my place of business and he called up Jerpe Poultry Company in Lincoln, Nebraska. He spoke to Mr. Humphrey and he explained the [fol. 1104] situation and he agreed to ship a car of poultry to me. In fact that car of poultry had been already rolling to New York. At Detroit I think it was diverted into the Melrose Yards and that was how it got into the Sixties. This poultry was consigned to Roscoe C. Wood, that was before I paid the draft.

I have seen this paper before. This represents the last car of poultry to the account of Steinberg Brothers. The

other said that this commissioner gives assent to the car of poultry where it goes to, from whom and from the destination. The poultry was consigned to me by Mr. Wood. It was supposed to arrive last Friday. With respect to arrangements made to deliver the poultry to my market, Mr. Wood told me Friday the market was last week kind of low, so he suggested to wait until Monday and the market might be a little better; we will unload the poultry Monday. The draft was not in. The draft came in for the poultry Monday and I agreed to it. Meanwhile I ordered feed for the poultry; it was charged to me and I have got a bill for it.

With respect to the crates which I purchased from Newark, I approached Mr. Dale of the New Jersey Coop Company and I asked him whether he is going to let me have crates, and I made him the proposition to get from him the crates a little cheaper than he would charge at $1.65, and he said he can not give them to me. He refused to give me a load of crates. He stated that he objected because I had no union men. I was compelled to purchase crates myself. I bought my crates from the National Box & Lumber Company, Newark, New Jersey. I bought 120 of them and I paid $1.65 f. o. b. They were delivered to me Friday but they went back. The delegates, Charley Herbert, Harry Shoner, and Dave Kaufman, and another fellow, I do not know his name, they came there—I can recognize the men I have named. They are here. When the boxes arrived at my market, I was up to the railroad, that was Friday, seeing the condition of the poultry. After I came [fol. 1105] back I was ready to get the crates but they would not take them off, they made me pay C. O. D. because it was the first time I did business with them. When the boxes came there I could not get them and the driver of the truck took them back to the office of the National Box and Lumber Company.

I know Mr. Edwards—I do not know who is the proprietor of the National Box. I rang them up and he refused to deliver them. He said he can not do it. I spoke to him and he said he could not do it, and they went right back with the crates. After he called again and he said, "Steinberg, what am I going to do?" He represented himself to be the proprietor of the National Box Company. "Steinberg, what am I going to do." I said, "What are you go-

ing to do?" He refused to leave them. I sent my truck Friday, got the coops and I have taken them up in New Jersey and I brought them into my place with my own machine and truck. That was at night.

I attempted to take the poultry from the Melrose Yards on Monday morning. That must have been seven o'clock or half past six in the morning, I got up to the place and I saw there was about ten or fifteen people whose faces I know very well but whose names I do not know. They looked kind of suspicious. I know them well and I know what their function, but I did not have any names. I do not know the names of the persons. Paul Kramer was one of them. A man by the name of "Cockeye" was there this morning and he was chased by detectives. I do not know his right name. These men did not talk anything. I just didn't pay any attention to them. I went in my place and waited until about nine o'clock and I called Mr. Wood and asked if the draft was there. He said, "Yes, a draft for $3,500." I said, "All right, I will get a check off my brother as soon as possible. I cannot get a check certified before ten o'clock, [fol. 1106] and we will take up the draft and take the poultry." So he said all right. Mr. Wood told me to certify the check for $3,500 and bring it over to the Chatham & Phenix National Bank and he will come up there to get the money and then go up to unload the poultry. He did not say he was anticipating any difficulties at that time.

At the time that I made arrangements to purchase the poultry through him as the commission man, or as a shipper's agent, he did not there say anything about future union trouble that I might have. I was under the impression that we would have no occasion for any trouble after the hearing in Mr. Oseas's office, and they told me Mr. Kaufman had spoken and said that there was no interference in unloading the poultry. Mr. Wood did not enter into any agreement with me to the effect that if there was union trouble he would not have to deliver the poultry. Not a word was said about that at all. I called up my brother and he gave his clerk a certified check to take up the draft. We sent over to take up the draft and they told us in the bank that that was taken out already.

Immediately I made an attempt to get in touch with Mr. Wood. I called him and I could not get him on the tele-

phone. A gentleman answered, an elderly gentleman, I could hear him through the sound of his voice, and he told me Mr. Wood was out until about two o'clock. Then I first got Mr. Wood and he told me, "Steinberg, I cannot give you the poultry". He said the delegation came to him and he told me, "If I give you the poultry I will not get a shipment in New York". He did not say that he had been given any further threats outside of that. That is what he told me. I was rather disappointed. I had people ready to work on the crates and on the poultry. I couldn't get anything. So I took my machine around there to the car. The car was on a siding about ten or fifteen blocks from my place of business. Mr. Caffey is the name, he lives in Lin-
[fol. 1107] coln, Nebraska. He knows that I got orders. Mr. Wood called and he says that there were a couple of men, four or five, here—they would tell the shipper that they were going to tell him that he would not get another car of poultry here, he is not going to ship any poultry to New York any more.

On the way back I met Mr. Dave Kaufman. I did not talk to him, just passed with my car. Mr. Gardi told me they threatened him—"I cannot give you". He did not say anything about knocking his block off. Mr. Edwards told me that this was mentioned that they threatened to destroy his truck and he had to go away.

One man was working for me, Richie Brown. He is not here now. The other one is Fred Sumara. He is here. Mr. Brown had his lip split. I didn't see how it happened. I did not see any people talk to Mr. Brown. He ran into the office bleeding from his mouth and he says they got him all right. I ran out and the only people I see was Mr. Harry Shomer, a car and Harry Shomer was in it, and there were a number of people in there; I couldn't say. They ran right away.

By Mr. Kaufman:

The Witness: I closed up my business ten weeks ago. It was this way, I couldn't obtain any poultry, I am simply getting in a few crates of poultry. When I get a few crates of poultry I can open my place and work, and if I cannot get any I close.

I did not refuse to employ any union people before I closed up my place. Prior to the time of closing my place

I had all the time union men. I closed the place because business was dull down there and I done about fifty per cent of what I had done before, and I made a request to the union to take off some men and some rabbis and they [fol. 1108] refused. When they refused, I was forced to close up. I cannot stay in, I lose too much money; my expense is enormous and I cannot exist. As a matter of fact, when the union delegates refused to comply with my request to take off some of my men, I closed my place. Then I immediately reopened my place. As I said, my place is still closed; it may be open several days during the week. I have been doing very little business in the last ten weeks. I have negotiated with the delegates without exaggeration half a dozen times, pleaded with them that it would be too much if I have to have so many men. In my neighborhood, within two blocks of my store, there is one other market. I do not know how many union men he has.

I remember the day we were there before Major Daly I told Major Daly about some of these instances where I couldn't get poultry. Major Daly asked me for the time and place and the person from whom I got poultry or tried to get poultry. I couldn't tell him either the time or the date nor the person. I told him to the best of my recollection. He didn't tell me that was not sufficiently definite and for me to go out and make a definite record as to the persons from whom I attempted to get my poultry. I can't tell you what Mr. Oseas told me. Mr. Oseas told me he would send a man with me for the purpose of obtaining a record.

Mr. Kaufman: Let us agree as to what happened. Didn't we agree that you would send a Department of Justice man with Mr. Steinberg so that we could be definitely informed as to the time and the places of these alleged refusals?

Mr. Oseas: That is my information.

The Witness: The Department of Justice man went with me after the hearing in Major Daly's office once. Mr. Amos was the Department of Justice man on that occasion. He is in court. About 10 days after the hearing before Major Daly Mr. Amos went with me. Between the time we were in Major Daly's office and the time Mr. Amos went with [fol. 1109] me, I made efforts to get poultry in some places.

I kept a record of the places that I went to, and the per-

sons to whom I talked. I know the places; I didn't make any record of them.

Q. Have you got a record showing the dates and the places you went to, and the persons to whom you talked?

A. I will show you the places and the persons to whom I spoke.

The Court: Answer the question, have you got a record that you took at the time?

The Witness: No, I did not.

Q. What did you mean by telling us that you would show us the places and the persons to whom you talked?

A. I wanted to get poultry at 110th Street, at K. Gellis. They call the place the 112th Street Live Poultry. He used to give me two or three coops of poultry Sunday mornings. Many occasions I got poultry at the Westchester——

Q. You told us all that before, Mr. Steinberg.

A. I did not.

Q. Then you are telling us now the places where you did get poultry?

A. Yes, where I did. At night so no one could find out.

The Witness: I never did tell anyone that I was going to break this union. I am positively sure. I testified that I and my brothers are in partnership. In addition to that, I have got a man by the name of Javitz; he is a schochet. There was no special arrangement made with him; he is a stockholder of the company. I think he owns ten shares. I couldn't tell you how much he paid for them. The entire stock is held by my brother until we pay. We did not pay for it. In order to pay for it. I own 33-1/3, and I did not pay for it; it is held for me. Probably I purchase and pay for it. If probably I make a success of something, or I do [fol. 1110] business; or I have profits, probably I pay for it wherever I get the money. So far as Javitz is concerned, he has the same arrangement. Probably if he gets something he will pay for it. Probably he did pay, but I do not think he paid anything, but maybe he did, I do not know. There was no arrangement with Javitz that he became an owner of some stock so as to say he would avoid union rules. He become a stockholder in our business I think some time in September, 1929. Up to the time I closed my place about twelve weeks ago, four union men were work-

ing for me. One name is Mike, the other name is Bill, and one name was Moe and the fourth by the name of Harry Zuckerman. Those four men came there together. They changed several times. I cannot tell you exactly how long they were employed there. Like Mike, for instance, was working when I started and Moe was working alone. He was sent in during—one was sent away and Moe was sent in; I don't remember the date.

Q. A moment ago you told us these four men were working for you at one time, at the time you closed up your place.

A. Yes.

The Witness: I had those four men on the payroll, paying them each week. Really I can't recollect how long those four men were working together for me; I never kept track of that.

Q. Approximately how long?

A. I just gave you the number.

Mr. Rice: If your Honor please, if Mr. Kaufman is trying to prove that Mr. Steinberg's shop is a non-union shop, we will concede that it is a non-union shop. If that is what you are trying to prove, I will concede it.

The Witness: To my knowledge, there is not any more Chamber of Commerce.

Q. And so your complaint against the union is that you want to come to an agreement as to whether you should continue as an open shop, is that correct?

[fol. 1111] A. It is not an agreement, simply could not live up with their dictation, that is all.

Q. What do you mean by that, "couldn't live up to their dictation"?

A. They dictated to me that I should have so many men and I couldn't afford it.

The Witness: I wouldn't do it, therefore the union officials and I have been unable to agree and I have been attempting to do business without any union men.

(Examination suspended.)

[fol. 1112] (Exhibit A Continued)

Roscoe C. Wood, called as a witness, being first duly sworn, testified as follows:

Examined by Mr. Rice:

The Witness: I am a broker and partly a shipper's representative. My office is at 448 West 14th Street. I work independently. I act as agent at various times for various companies. I ordered a carload of poultry from Lincoln, Nebraska, on behalf of Mr. Steinberg. I believe it was a week ago today, from Mr. Humphrey, of the Jarpe Commission Company. That carload was shipped. It arrived on Friday, May 9th. That is the wrong interpretation that I want to correct. That carload of poultry was in no way purchased by Mr. Steinberg. In other words, it was consigned, the car to me, and it was to be taken by Mr. Steinberg, if he paid the draft; or in other words, the car was in my possession until the draft was paid. That is the usual form of shipment. The feed of that poultry while it was in the car I think was charged against the car. I have seen these papers. One of them shows that Mr. Steinberg paid for the feed and one of them does not. The car was held up in the Melrose Yards.

Q. Were you willing to deliver?
A. Yes and no.

The Witness: I already explained to Mr. Steinberg that I was not going to enter into any mess with it when he came to negotiate for the car and before I ordered the car. I had a verbal arrangement with him by which I was not to deliver if there was any union trouble. I thought there would be union trouble because his brother refused to deliver him poultry. He told me that Mr. Jake Bloom was interested in the Palace Commission Company. I got the information through Mr. Jake Bloom. I had not talked with any union representative before that.

[fol. 1113] The first time I talked to the union representative in regard to this carload of poultry was yesterday morning. A telephone call came to the office. I don't know who called and I didn't ask him. I believe I did ask him who he was and he wouldn't give me the name. He said, "You got a car of poultry up in the Melrose Yards,"

and he said, "You are going to have a lot of inexperienced help unload this car. It is up to you whether you want to load it up there or not." I don't remember whether he said he was coming up to visit me. Thereafter, I had three, four or five men come in my office. There is only one gentleman in this court that I can recognize, but I would not know him possibly at that time. I saw this gentleman before at the New York Central Live Poultry Yards, the gentlemen sitting right there (indicating), Mr. Rosenstein, but he was not in my office. These other men were not in my office yesterday. I cannot recognize any of them. I talked to you over the telephone yesterday. If I told you over the telephone that I was positive that I would not recognize a single man that came to visit me, I must have meant what I said. I talked to them about two or three minutes, that was all. They asked me whether I wanted to use inexperienced help in unloading the car of poultry, and whether I wanted to take the risk of having a lot of broken legs and broken wings and probably have a lot of them escape. They did not tell me that if I unloaded that carload of poultry that I would never be able to deliver another carload in New York. I don't remember just that conversation. They told me that I should not take the chance of getting in any mess with anybody and taking a chance of not having my poultry unloaded or something to that effect. They did not tell me that if I delivered that carload of poultry that the shippers whom I represented would never be able to deliver another carload of poultry in New York. They did not say anything like that. It was [fol. 1114] understood that Mr. Steinberg was to pay for the carload of poultry before it was unloaded. The difference that it would make whether some poultry was damaged by inexperienced help while being unloaded is that there is always a certain amount of risk from deductions from poultry while unloading it. The certified check would not cover a carload of poultry. There is a balance that is due me after the draft is paid, and after the freight is paid. He had not undertaken all the responsibility of unloading. I don't know anything about his having arranged to get his own crates or anything like that. He told me that he would guarantee the shipper a saving of $100 against coops, cartage and unloading. He said he would make that for the shipper. When I told you that I was positive that

I would not recognize any of these men that visited me, I did not know I was called upon to identify them. There is no way I could identify them. I didn't have a vivid recollection in my mind as to who visited me.

When I made the arrangements for the car to be shipped here I thought the men to unload are to be experienced men; I did not know anything about Steinberg's men or what he was going to do. When I ordered the carload of poultry I thought everything would be all right. The understanding between me and Steinberg that if I did have union trouble that I would not have to deliver was after I learned of that. I talked to Steinberg probably four or five times, maybe half a dozen, maybe more than that. He ordered a carload from me which arrived May 9th—about a week prior to last Saturday if I am not mistaken. I do not believe there was anything said about union trouble up to that time. The first time anything was said about union trouble was on last Tuesday or Wednesday, also yesterday, I recall very specifically about that. I had a conversation with Jacob Bloom. He told me I had better use my own [fol. 1115] judgment. It was yesterday. I told Steinberg if he did have any trouble in unloading, I was not going to mess into it.

I talked to Mr. Jacob Bloom, I think it was after I received a telephone call. I said I was not going to get into any trouble with anybody; that my life was going along just as peaceable as possible, and that I was not going to take any chances in unloading and getting into any mess. I talked to Mr. Bloom about this matter the first time negotiations were made for the car of poultry. He was there with Mr. Steinberg. He said everything will be all right. He knew that Steinberg might have union troubles. This delegation of men visited me at my office on 14th Street, in a comparatively small room. I talked to them two or three minutes and I told you over the telephone yesterday I would not recognize them again. I am not afraid to identify them *them*. I told Steinberg I did not want to get into any mess with any union.

I saw Mr. Rosenstein at the railroad yards on several occasions. I positively did not see him relative to this shipment of poultry to Steinberg. I have not seen him within the past two weeks. I don't know Dave Kaufman; never have seen him to my recollection. I do not know Arthur

Herbert. I am sure, and never heard the name. I have not heard the name "Tootsie" Herbert. I have been a shippers' agent three years, not the entire time; not entirely in live poultry. Live poultry is only a side line. The first time I began to represent poultry shippers was in 1928. I did not have constant contact with the poultry industry from that time on. I told you it was only a side line, live poultry is a side line. I have never heard the name, Charlie Herbert.

Mr. Rice: Will you stand, please?

[fol. 1116] (A person stands.)

Q. Have you ever seen that gentlemen, Charlie Herbert?
A. No, I did not know him until you pointed him out to me and mentioned his name.

Mr. Rice: Mr. Shomer, will you rise?

(A person stands.)

Q. Have you ever seen Harry Shomer?
A. Never seen the gentleman nor heard of him.

The Witness: I have never employed union men. I have no men. That there could be such a thing as union trouble was very easy to suspect from conversations, what was told to me. The reason this car was going up to the Melrose Yards rather than the West Washington Market was because it was adjacent to Mr. Steinberg's place. None of these men nor any member of the Schochtims' Union ever threatened me.

The Court: I cannot understand why you did not deliver to him the car of poultry that he was paying for.

The Witness: Well, your Honor, there were reasons I believe. One reason is that he was supposed to pay that draft at ten o'clock. I waited until twelve before I took the draft up. It was five minutes of three, which I can prove by a man in my office who does some work for me—it was five minutes to three when the check, instead of being tendered to me, it was shown to me, the check for $3,500.

The Witness: That carload of poultry was turned over to the Acme Commission Company. It was sold on consignment, approximately the arrangement I had with Mr. Steinberg. I would like to explain, don't get confused, Mr.

Steinberg did not purchase anything. This car of poultry was a consigned car. The car came into New York last Friday. When he wanted to take it, we agreed it would be better to wait until Monday and the price would be better. I did not sell this carload of poultry to the Acme Commission Company; I turned it over to them. The man who dealt with me there is Mr. Louis Spatz. I do not believe [fol. 1117] Mr. Steinberg's name was mentioned by the group that came to the office. That car of poultry was mine wherever I chose to place it, as long as the draft was not paid. I knew last Friday that there was a possibility of union trouble if I turned this car over to Steinberg. I did not tell him last Friday or Saturday that he couldn't have the car, but the understanding between us was that he should wait until Monday and the price would be fixed by the Monday market. When Monday morning dawned the situation had not changed insofar as my relations with Steinberg were concerned. By reason of what Bloom had previously told me, I had every reason in reality to expect that if I delivered it to Steinberg the labor union was likely to make trouble, although he assured me it would not. I took the car of poultry away from Mr. Steinberg on last Saturday. He called me on the telephone and told me that he was going to pay for it, and I said absolutely nothing doing. There was an agreement that the rate was going to be fixed by the Monday's market, that was when I entered into an agreement to that effect. I just wanted to correct the impression that Steinberg purchased that carload of poultry. That was not a purchase of poultry, it was a consignment of a carload of poultry to me by the shipper under instructions until the draft was paid.

I turned this car over to the Acme Commission Company yesterday forenoon about one o'clock. Steinberg had told me that he would have a certified check which would be presented to me at ten o'clock in the morning. There was no other information but ten o'clock in the morning. The reason for turning it over to the Acme Commission Company was that it was a car of perishable goods, while the draft was not paid that was lying in the Chatham & Phenix National Bank. That is the only reason, and the object of [fol. 1118] moving the car. I would not say whether the visit of the men to my office had anything to do with it or not. I was not going to get into any mess with any unions,

or with any labor troubles and I told Steinberg I was not going to get into any. I told Steinberg yesterday that the reason I was not giving him the car was because he did not pay the draft as he agreed at ten o'clock. I called his number and called and asked for Steinberg.

At the time of this visit to my office there was another man in the office, Mr. Coggeshall, who is here. Whether he heard everything that went on there, I do not know. He was reading the paper when they came in.

[fol. 1119] CARMAN GARDI, called and sworn as a witness, testified as follows:

Examined by Mr. Rice:

The Witness: I am employed by Adams Transportation as a truck driver. I have been a member of the union 478, Newark, about two years. I have always been in that local of the union.

I drove a truckload of boxes from Newark to New York last Friday for delivery to East Bronx Poultry Company, which is Steinberg's company. I laid there for about two hours, waiting for him to come in. The load was C. O. D. When it arrived, he was making a call to borrow some cash money. My load was C. O. D.

In the meantime, while I was waiting, he walked out and told me he had no labor trouble. Well, I waited there until about two o'clock, and I believe a young fellow steered up alongside and said, "You a union man?" I said yes. He said, "What local are you a member?" I says, "478 Newark." He said, "Do you know there is labor troubles in this place?" I says, "no, I am laying here about two hours." I said, "You are positive about it?" He said yes. He said, "You are going to deliver the load?" I said, "No, I am taking it right back; I am a union man and I am not going to go against myself; I am not going to put myself out of a job" and was driving away when Steinberg said, "Wait a minute, where are you going?" I said, "I am going back with the load." He said, "Wait, wait." I continued on. He did not tell me to go into the office and telephone to my boss or to Mr. Edwards. I did talk to a girl in our office in Newark, over the telephone. I do not

know what you would call her, but she is right across the way from Edwards. I told her that I found out there was labor trouble, and I would not deliver the load. He [fol. 1120] asked me if I was going to deliver it and I said no. She got hold of my boss, Joseph Kielan and I talked to him over the telephone. I explained to him and he told me to hold the wire, he has something to say in the office, to whom I did not know. He says, "All right, take the load back." When the owner of this Bronx Poultry called up he didn't say he had labor troubles at the time. I was asked by Kielan if I was going to deliver the load and I told him no, that I was a union man and I am not going against my job.

I did not ask this union man who told me to show his identification card, or tell me who he was. I never saw him before. I did not have to ask him; I knew he was a union man. He would have nothing to say about any labor trouble if he was not a union man. He did not say "I am a union delegate." I cannot identify any of the people that I saw at Steinberg's market here in this room. I have never seen the men whom you name as Tootsie Herber, Charlie Herbert, Harry Shomer, David Kaufman, Rosenstein and Kessler. I am positive that none of these men were in that group.

[fol. 1121] Richie Brown, called and sworn as a witness, testified as follows:

By Mr. Rice:

The Witness: I am employed by Mr. Steinberg to put chickens in a box. I was there yesterday morning. I was hit, and the other employes were standing on the corner, cleaning the Dodge car. One of the fellows come from the union, a truck driver, a union truck driver, and he asked me if I was a union man, so I said no. He said, "You had better go in and take off your overalls and get out of here because I want that job." He said, "You are not going to work here any more." I didn't say anything but he smacked me. He was Bill Kramer, but he is not in court here. He had worked for Steinberg's firm, but when I do not know. Whether he is a member of the union I

don't know. I am nineteen years old and am working for Steinberg about three days. He hit me in the lip. It is all festered inside. I was in front of the garage, talking to a couple of fellows up there when he struck me. There was a few fellows there at the time, I don't remember them. Before I worked for Steinberg I worked in a gas station.

By Mr. Kaufman:

The Witness: This man who hit me did not tell me that he had been out of work for fourteen weeks, but he did tell me that he was about to be dispossessed, that his family was starving. I did not tell him that I didn't give a darn, that my sister's children were starving, too. I says, "I got people home, too." He told me that my being a non-union man, I was taking away the bread and butter from his children and they were about to be dispossessed. I did not have an axe in my hand at that time. There was an axe by my side, in my belt. I didn't tell him to go to hell before he smacked me. He was a very big man. I don't know how long since he has been working at Steinberg's place. I didn't even know of him. The first time I seen [fol. 1122] him he drove up in his car. I still do some work for Steinberg. I did not know there was a strike in Steinberg's place. I saw some men walking up and down and picketing, but there was no strike at the time when I was working there. I work there four days. I did ask what those men were doing in front of the place. People told me they are on strike. It is a non-union shop. Somebody told me that the union was trying to put union men in there. I do not call that a strike.

[fol. 1123] JOSEPH C. COGGESHALL, called and sworn as a witness, testified as follows:

Examined by Mr. Rice:

The Witness: I am a poultry commission man, dressed poultry only. I have no office at present; my office was in Washington Street and that was closed up. I am in different places.

I was in the office at 448 West 14th Street with Mr. Wood yesterday morning, when four or five men came in there.

If there was a telephone call shortly before the men came in there, I didn't hear it. I don't think Mr. Wood told me a delegation of men was going to see him. He did not mention anything about anticipating union trouble. These men came in there. When they came in I was sitting there reading the newspaper. I didn't pay much attention to it because I was not interested in that line of business. I heard them—all that I can remember those men said, were that inexperienced men would cripple up the chickens and poultry taking them out of the car. I was not in it, so I did not listen. I read my paper. I did not look at the men. I did not pay any attention to who they were. I don't think I would recognize any of them. I never saw one of those men here in court before in my live. I would not hear of them because I am not in that line of business.

[fol. 1124] FRED CIMATO, called and sworn as a witness, testified as follows:

Examined by Mr. Rice:

The Witness: I am employed by Steinberg Poultry Market. I saw Richie Brown assaulted yesterday morning. He was standing up in the corner; I was cleaning the car; so this guy Charles Kramer, he came over and asked me would I clean his car. I says, "No, that car needs a paint job." So he says to me, "Do you have anybody with you?" I said, "Why?" He said, "You got any protection?" I says, "Yes, plenty of protection." So he walked up and seen Richie Brown, so he started talking to Richie Brown and all of a sudden he hit him, so I ran down quick into the chicken market. There was only men from the garage there. There was nine union men there. I do not know whether they were union men or not. None of these men in court were there that I know. I did not hear what was said between Kramer and Brown; I was cleaning the car. He says to me, *am* I am a union man. "Take off the overalls and go home." Charley Kramer was the only union man who appeared there since Friday. None of these men were with him. The only time when I know was when the man hit Richie Brown. I do not know Charlie Herbert. I have not seen him around the place.

By Mr. Kaufman:

The Witness: I have worked for Steinberg four days. I get four dollars a day and I worked from about seven to half past three P. M. I did not know Steinberg before I went to work for him a few days ago. I know that that fellow's name was Charles Kramer because I heard his name. I heard them say it was Charles Kramer. I know how his face looks. He had overalls on and he had a union badge on. I only know what his face looks like. He looks like a tall man, kind of stout, got a pair of overalls and a hat and a union button.

[fol. 1125] Somebody said that he was Charles Kramer. Richie and Mr. Steinberg said he was Charles Kramer. Mr. Steinberg did not see the man who hit Richie. I could not hear what this man was saying to Richie Brown because he was about ten feet from the other car. Richie Brown had an axe on him, on the side. Before Richie Brown got hit, Richie Brown did not pull out the axe. I was watching him, but I could not listen what was said. Before Richie Brown was hit I was cleaning the car, and I was paying attention to nothing.

[fol. 1126] JOSEPH L. KEELEN, called as a witness, being first duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am in the trucking business at 354 Adams Street, Newark, New Jersey. We do trucking for the National Box & Lumber Company, Newark. We were engaged to haul a truckload of crates by that company on Friday of last week. I could not say where this truckload was destined for. I sent the trucks up there in the morning and they sent them out. I don't know where they go. It was sent some place in New York. What happened after the driver arrived at the market—I got a telephone call that there was a strike going on there and they would not receive the goods. First Mr. Steinberg, the man that ordered the truck, telephoned. He told me the driver pulled away with the load and didn't want to deliver them. We asked the reason why. He said there was some trouble

here. I asked what the trouble was. He wouldn't tell me what the trouble was so I asked him to get in touch with the driver if he could get him and he didn't want to leave the place.

The driver called up a little after this gentleman hung up. His name is Courtney. He said there was a strike there and I told him not to deliver the goods and he came back. We didn't know there was a strike in the place or the stuff would not have been sent over there in the first place. Over the phone I asked him if he saw the delegate and he said there is a fellow here, so he put him on the phone. I asked his name and he didn't give it. I asked him who he was and he said he was a delegate of some chicken handlers or chicken drivers or something like that. He said the name was not necessary to give. He said we are on a strike over here for a few months and you cannot deliver that stuff and he said take it out of here, so I told him to put the driver on the phone. The driver got back [fol. 1127] on the phone and I told him to bring the stuff back. Mr. Courtney said in my office it is a good thing I was a union driver or I would have gotten a beating. It was in no ways a report or anything but just as we were talking together.

By Mr. Kaufman:

The Witness: I would not say whether this man who talked to me on the telephone and said he was a delegate, said I could not deliver it or I should not deliver it. I did not want to deliver it anyway as long as there was a strike there. I am a union man myself. If I knew there was a strike in this man's place I would not have delivered it. There wasn't anything reported to me only what was reported on the telephone. When he got back to my place he said he thought it was a good thing that he was a union driver, that if he was a non-union driver he thought there would be trouble. He didn't say that anybody threatened to beat him. He said the reason for not permitting a delivery was on account of there being a strike there. He said they asked him if he was a union man and he said yes, and somebody made a crack that's a good thing you are, and he was the one that told me that maybe the truck would have been broken up and him too if he was not a union man

but that was not in no way of a threat from anybody over there. I do not know this man sitting behind you, who you say is Arthur Herbert. I don't know any of the men whom you have pointed out and named here as Shomer, Kessler or Weissler. I haven't spoken to anybody about my testimony outside of Mr. Rice.

[fol. 1128] PHILLIP M. BETTS, called as a witness, being first duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am a freight agent for the New York Central Railroad. I first saw Steinberg in my station office on the 24th day of April. He came in in order to get a carload of poultry in our yards. He said he intended to ship a carload and I told him that we have no facilities for handling the car. However I referred him to our general Eastern Dairy Agent and he told him he would try to make some arrangements for him at the old Melrose Yard and he took him up there in his car and he was satisfied with that location. Steinberg said he was making arrangements to ship a load of poultry from the West, but he did not say who the shipper's agent was.

Later on I had a conversation with Steinberg and Roscoe C. Wood, about ten-thirty or eleven o'clock on May 9th, Friday. Wood said the car was consigned to himself and the car arrived about the time he and Steinberg were in the office. I understood that load of poultry was going to Steinberg, but he did not say anything about delivering it to Steinberg. On Friday the car came in too late and he was going to handle it on Monday morning. The car was all ready to unload it at that time, last Friday, but it was not unloaded then. It was too late on Friday and the next day being a Saturday which was no poultry day they would unload the car on Monday morning.

Wood and Steinberg and I discussed the nature of the delivery of the car. Wood and Steinberg came in the office together and inquired about the car and I told them it had just arrived. They said, we had better go out and take a look at it. I said it looks like a pretty good car of poultry

I guess. We went up and looked at the car and from con-
[fol. 1129] versation they were going to unload the car Monday morning. Of course you must understand this car was billed to Wood and before I could have delivered this car to Steinberg it would have been necessary for me to have an order from Wood to deliver it to Steinberg. On an order from our Eastern Dairy Agent the car was reconsigned to 60th Street.

[fol. 1130] AARON STEINBERG, recalled.

(Testimony given on May 16, 1932.)

By Mr. Rice:

The Witness: I know Charley Herbert. He is this gentleman here (indicating). I saw him Friday morning in my place and Friday afternoon near my place outside. In the morning he came inside and saw some poultry there and told me, "Oh, you got poultry now; I will fix you" and he went right out. There was a big machine outside, a Cadillac. Some people I couldn't see were with him. They drove right off, about four I guess. He came back again in the afternoon. Then I saw the same people distinctly, Harry Shomer was in the car, Dave Kaufman and one of the Herbert brothers. No other men that I see here. Outside of the market, they pulled alongside of empty crates. They spoke for a while to Gardi, the driver from Newark, New Jersey, who delivered the coops. I don't know what was the conversation. I didn't see them talk with anybody else. The driver pulled away. I said, why do you pull away. He said I cannot give you the coops, I am afraid. I said, wait, I will get your boss on the telephone and talk to your office and after I got the National Box & Lumber Company in Newark the man went away. The driver did not talk over the telephone. I asked him to and he refused.

I have seen David Kaufman and Harry Shomer and Charles Herbert at other times within the past two weeks at my market. They used to pull over sometimes, Harry Shomer with Dave Kaufman, sometimes individually come in the place, look around and went out. They said, I see you have poultry, but nothing about fixing me for it. The

only one that said that was Charles Herbert, on Friday morning. I met Dave Kaufman at the Melrose Yard Monday morning. He was also near the car of poultry with [fol. 1131] another man. He did not say anything to me. He was at my market within the past two weeks three times. Charles Herbert was at my market within the past two weeks twice on Friday, once inside the market and once outside the market and twice before Friday. Harry Shomer was a little more frequent. He rides in a different car. Max Kestler was over Monday morning, when they beat up that young fellow, and Harry Shomer was there in the car about half a block away. I haven't spoken to these people. The only one that spoke to me was Charley Herbert in the morning.

I testified here in court last Tuesday and on Wednesday they stole my truck. I took my boy, Samato, one of the fellows that worked for me, about eight blocks away from the market. There is an empty lot. I took him over there and told him to fill a few bags with sand and I will come and take it. I came back to the place and I was reading the paper and he came in pale as a ghost and said, Steinberg they jumped at me. I said where is the truck. He said they wanted to hit me and grabbed a big rock and I beat it. I looked around the neighborhood, I couldn't see it and I went to the Police Station and reported the car. That was about 11.30 on Wednesday. About five o'clock somebody rung the telephone and said go for your truck, it is right near Frank Newman's place. I do not know who rang me on the telephone. He just said a few words and left. I called up the Police Station and asked if I could go there. They said yes. I went over with Mr. Jaftas. When I came over the car was standing there. I went over there and looked at it and the motor was broken to pieces, absolutely demolished with an axe.

The motor was broken with a hammer or axe. The radiator was smashed. The wire coils were smashed. Everything was smashed, so I notified the Police Station and asked if they wanted to come and look at it. They said no, you can tow it in yourself, so I towed it in.

[fol. 1132] By Mr. Kaufman:

The Witness: The car is a Graham-Dodge, one ton, 1927 model. I have been running it continuously since 1927.

That truck is now in my place. I kept it in the back of the market, I got a spare room I keep my trucks all the time there. I claim my truck was broken between 11.30 and 12 and until about 5 this last Wednesday, day before yesterday. That was after I took this boy down to a lot to get some sand. You can see this truck in my place. It is up there now.

I saw Max Kestler up near my place Monday morning. It was at the time when that boy was hit. He came into the market and was bleeding so I jumped up to see who was there and I saw less than a block away Harry Shomer's car there, and I saw Max Kestler distinctly. I am positive about that. I saw Max Kestler on 148th Street and Jackson Avenue.

I had a meeting with Charles Herbert and Shomer about a week ago at West Washington Market. The subject of my meeting was not settling the strike in my place. There is no strike in my place. I wanted them to give me union men. They said I should take three men. I explained I cannot afford to. They had Mr. Deitel of the New Jersey Coop Company promise that they will give me three men and after a week they will take one man off but I told Mr. Deitel I cannot take their word for it because they failed me more than once. That was the only meeting I had with them which was in Sam Werner's office. I didn't leave that meeting with the understanding that putting on three men was going to be satisfactory to me, but I wanted to take it up with my partner and I would let them know that night. I didn't tell them I wanted union schochtim but that I could not afford to pay the union wage. Charley Herbert said I got to have a schochet there at $65 a week to kill fifty coops and I said I will see and just left it. I never told [fol. 1133] them it was all right with me but that I would take it up with my partner.

By Mr. Rice:

The Witness: I should say my truck was worth about $600 before it was damaged. It was a good truck in perfect condition. I have got to buy a new motor to put in there. The motor is all broken to pieces. The truck is only good to junk it. I would be willing to sell it for $25.

[fol. 1134] MORRIS JAUVITIS, called as a witness. being first duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am in partnership with Mr. Steinberg. I have attempted to purchase poultry in Philadelphia about four weeks ago, from Risser & Rabinowitz. I bought the poultry. They loaned me the truck of the Levit Hauling Company. When I sit with the driver we pulled out about half a block and the boss, Mr. Leavit, told the driver to stop. I asked what's the matter. He told me I cannot deliver your stuff, I got a phone from the union in New York and I cannot deliver it, I better be dumped in the river than deliver your stuff, because Steinberg is on the blacklist. I was present in my place of business last Friday and saw Charley Herbert there. I did not see Harry Shomer or Max Kestler, only Charley Herbert. I was in the market. Charles Herbert yelled you got stuff I fix you and right away he run away. I have not seen Mr. Kestler at my place of busienss at any time within the past two weeks. I am in the market at all times. I saw Harry Shomer last Friday when they bring the coops in from New Jersey. He only stood by the coops with Dave Kaufman and Charley Herbert and another Herbert but I don't know the name, a small boy.

[fol. 1135] JAMES E. AMOS, called as a witness, being duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am a Special Agent, United States Department of Justice. I was assigned to investigate matters of poultry, once on April 9 and another time on April 16. My instructions were to accompany Mr. Steinberg to the West Washington Market and see if he could buy any poultry up there and if not find out what was the reason for him not being able to buy any. I don't remember how many places I was told to go to; as many as he could go to, several. I accompanied Mr. Steinberg on April 16th. I have notes that might refresh my memory.

We went to about five places on April 9th. I cannot name those places offhand; I can by looking at my book to

refresh my memory. We went to the Independent Poultry Company, Chelsea Poultry Company, Manhattan Poultry Company. At the Independent Poultry Company I don't know what the man's name was; he was a salesman there, he was not one of the officials of the company. I recognize Max Solomon here as that salesman. Solomon told Steinberg that they had no poultry, it was all sold out. There was lots of poultry there. I couldn't say whether it was sold or not. I left my office about 10.45 and I got up there about 11.10. I don't know what time of the morning most of the poultry is sold out. They had any number of crates there, I didn't count. I imagine they had about 30 or 40, maybe more, maybe less. The only reason he gave for not selling to Steinberg was that his poultry was all sold on order; that he had no poultry left. Steinberg did say he would pay cash. We next went to the Colonial Poultry Company where Steinberg talked to a salesman at that place also. I couldn't recognize him. He said they couldn't sell him any poultry because they had none, that it was all [fol. 1136] sold. No other reason was given. The place was full of chickens that I could see.

The next place we went to was Manhattan Poultry Company. Steinberg spoke to Mr. Price there (indicating). Mr. Price said the same thing, that he had no poultry, that his poultry was all sold, and there were lots of chickens there. Of course I couldn't tell, naturally, whether they were sold or not. Charles Werner told Mr. Steinberg that he wouldn't sell him any poultry, wouldn't sell him any poultry because he owed him money, had not paid his bills and he wouldn't sell him any. Steinberg denied it. He said he didn't owe him any and Mr. Werner said he could show him on his books that he did. He went to several other places. I think one of them was Julius Kastein and he asked him if he ever owed him any money and had not paid him and he told him Steinberg had owed him money but had not paid him and he asked several other people if he owed money and had not paid and they said he had always paid his bills and that he owed them nothing.

Then we went to Thomas N. Norris Poultry Company and Mr. Steinberg spoke to a man that he called Dr. Norris who told him the same thing, that he didn't have any poultry, that it was all sold. I saw poultry there. Then we went to Julius Koenig. Steinberg talked to Mr. Koenig,

Sr., who said the same thing, all poultry sold. Not being a poultry man, I couldn't tell whether it was a considerable amount or not. At the Saul Frankel Poultry Company he spoke to Bert Frankel and at the Julius Kastein Poultry Company he spoke to Julius Kastein and Charles Collins Poultry Company he spoke to John O'Meara—I don't know how he spells his name—and that's all we went to. All of these men gave the same reason.

I went out with Mr. Steinberg on the 16th of April and [fol. 1137] we went to the same places. The same condition existed; they all said they had none. There was one young man—I don't remember what place it was—upstairs, he told Mr. Steinberg if he would come back the next morning he would give him some chickens. I don't remember what place that was or the young man. There was plenty of poultry downstairs but he said it was all sold on order. I have told about all the visits I made at the West Washington Market.

[fol. 1138] Fred Samato, called as a witness, being duly sworn, testified as follows:

By Mr. Rice:

The Witness: On Wednesday of this week I went down to a vacant lot to get some sand with Steinberg. When I was getting sand to put in the truck a Chevrolet pulled up and the driver got out and made a swing at me and I ran and he picked up a rock and went to throw it at me. I ran all the ways up to a chicken market. I seen Steinberg in there and I told him some guy wanted to hit me, so we went back there. When we went back the truck was gone. The man that got out I don't know him. I don't see him in court here. I don't know Gil Namara. I did not see a man in the vicinity of the market earlier in the morning. That guy who threw a rock that is the first time I saw him. I saw this truck later in the day, the motor was all wrecked. The man that threw a rock at me had a small round face, blue suit, he was short and no tie and was about five foot four or something like that and about 20 or 21 years old.

By Mr. Kaufman:

The Witness: I did not take the license number of this Chevrolet. I ran. I did not see a cop between the lot and Steinberg's place. When I got back to the place of Steinberg I did not see the Chevrolet car around. I saw some men get out of the Chevrolet car when I was getting the sand. I never saw that Chevrolet car before or since. I never saw it around Steinberg's place. When we got it back, the radiators of the Dodge car were all busted, bunged in with an axe. I mean the steel in the radiator was cut with an axe all the way through, because there was big dents in it, and the pipes was broken inside, and the outside is like a big hole in it. Inside of the motor the coil was knocked off and the engine block was all cracked, all broke, and the [fol. 1139] generator starter was busted. I went with Steinberg to pick up this car. I don't know exactly the street; we went over a bridge. I don't know where we went to pick it up. Steinberg and Jauvitis and I went to get the truck in an automobile. We were all down there and looked it all over at the same time. Steinberg was not there alone, before I got there.

By Mr. Rice:

The Witness: The color of the Chevrolet car was green.

[fol. 1140] GEORGE O'DOUGHERTY, called as a witness, being first duly sworn, testified as follows:

By Mr. Rice:

I am a Special Agent, Bureau of Investigation, Department of Justice. I was assigned to investigate this case on Monday of this week. I was instructed to proceed to Aaron Steinberg's place of business at 316 Jackson Avenue, Bronx, and to accompany him to the freight yards where he was to unload a car of poultry that had been shipped in from Lincoln, Nebraska. I stayed in Mr. Steinberg's place of business and he had trouble getting men to go over to the freight yard to unload the freight car and on account of that we were delayed in getting away. Long about half

past eleven he called the office of Mr. Wood and had a discussion with him and he turned to me and told me that the agent refused to deliver the car to him so I took the phone and spoke to Mr. Wood.

I asked Mr. Wood what was the idea he refused to deliver the car of poultry. He said well some union delegates had come to see him and he was not going to take a chance. I said do you mean to tell me that you refuse to deliver that car because union delegates have called upon you. He said that's the answer if you want to put it that way, so I then told Mr. Steinberg. I said come on, let's go over and see that fellow. So we went over. Mr. Steinberg preceded me into the office of Mr. Wood at 448 West 14th Street and Mr. Steinberg turned around and said Mr. Wood, this is Mr. O'Dougherty. Mr. Wood said, Oh, you are the man I talked to on the phone this morning. I said, what's the idea. He said well they came up here to see me and they told me that if I deliver this car I would not ship any more merchandise into New York so I at that time endeavored to get Mr. Wood to accompany me to the Post Office Building. This he refused to do. I then called a certain party [fol. 1141] at the Post Office and told them the facts and suggested that Mr. Wood might cooperate with the government on this proposition by delivering that car of merchandise just to see what the union delegates would do but he absolutely refused to deliver the car or accompany me.

Since the hearing Tuesday night I went to Mr. Steinberg's place of business yesterday morning for the purpose of accompanying him to the West Washington Market with a view to having him endeavor to purchase poultry. When I arrived at his place of business about ten o'clock yesterday morning his truck was outside of his place of business. I went out and looked at the truck and made some rough pencil sketches of the damage that had been done to the truck. Here we have the fender standing in front of it, the radiator standing in front of it (indicating pencil sketches to the court). Up here is the gash which one would gather from the way it looks had been chopped with an axe. This whole part right in here is just caved in, just bunged right into pieces and here that point there indicates the sharp edge of the axe. The right rear tire has a gash which would indicate that somebody had chopped at it. Here on

the left side of the motor we have a two-inch square hole just like you would chop right through that desk there of the iron motor. Here we have the wires from the vacuum tank chopped away. The carburetor just smashed in. For extra measure they gashed the horn and down here we have the right side of the motor where the coil has been chopped all out in a mesh and the cooler was just banged to one side, all completely damaged.

I went to a place, 149th Street and the East River yesterday at 12.15 and there talked to a man named Tarders, at least he talked. I didn't do any talking at all. I was just an observer. Mr. Steinberg endeavored to buy some poul- [fol. 1142] try and he said I just have one car to do me tomorrow morning, Saturday and Monday. He said you might try down to the other place. So this morning I went out with Mr. Steinberg to about five places. He was not able to purchase poultry at any of those places. The reason given was all sold out, in every case. We went to Independent Poultry Company. There was a salesman there whose name I did not secure; Manhattan Poultry Company, Mr. Price. James N. Norris—salesman there; Sam Werner—Charles Werner; Dexter Poultry Company, Charles Sandwich; Julius Koenig—Charles Fisk and Saul Frankel—Bert Frankel.

The next day I went up to make an observation of Mr. Wood's office with a view to ascertaining whom we could subpœna down here before the court. A note was on Mr. Wood's door "Be back in an hour" so I stepped down to the front of the place and became acquainted with Agnew, who is here in court, and entered into conversation with him, asked him if he had seen four or five men go up into Mr. Wood's office the previous morning. He said yes. I said just what did happen. He said he was sitting on the side of a truck at the curb and he noticed four men go up the steps and a short time thereafter a fifth man came up to him and asked him if he had noticed four men go up the steps leading to Mr. Wood's office. I asked him if he could identify any of the men. He said he did not believe so.

By Mr. Kaufman:

The Witness: On Monday we were down to the Melrose Yards around one o'clock. Mr. Betts was out to lunch. He is the agent of the Melrose Yards. I would say we got to Mr. Wood's office about two o'clock. We left Steinberg's place of business on Jackson Avenue between twelve and twelve-thirty. Up to twelve or twelve-thirty Steinberg was trying to get some men to handle this load of poultry. [fol. 1143] I believe he had someone else handle that check proposition for him. I don't know what time that took place. I saw this car before yesterday morning. I believe I noticed it going in and out of the place while I was standing around there Monday between ten and twelve. On Monday it was in good condition.

[fol. 1144] AARON STEINBERG, recalled.

By Mr. Rice:

The Witness: I know a man named Bill. I saw him Monday hanging out with another bunch about a block from my place, 142nd Street. There were about six fellows with him. I know they are members of the union but I don't know their names. I saw them at the union whenever I went up there. I know them by their faces but I don't know their names. This Willie Namara I happen to know because he worked in the Bronx and I have seen him there. I have seen them many times at the union office but I never saw them paying dues at the union office. This man I am referring to is Willie Mount. The name given to me was Bill Namara. It is either Willie Mount or Willie Namara or something like that. He is about fifty-five, medium built, not very stocky, small round face and weighs about 145. He was wearing that day, I think, a blue suit; I am not sure about it. I heard the description given by Mr. Samata about ten minutes ago. The description given by him answers the description of the man I saw. I did not see this man Mount or Namara or whatever his name was driving or riding in a green Chevrolet at any time during the day. I did not see the man that threw bricks at Samata.

I have had difficulty in the past two weeks with my customers. They all complaint to me the men from other markets are going around and threatening them; if they ever step into my place they will never get any poultry from them. Moe Luckman, 952 East 165th Street came in Monday morning and he killed off about 100 pounds and he was supposed to kill more and somebody called him out, hollered to him. Then he said, Steinberg, I am sorry, I will take what I killed but I am not going to take a chance and he went away. A fellow by the name of Harry Klein-
[fol. 1145] man, he killed last Friday. He owes me $127 and he came back Monday morning to pay the bill and killed some more poultry. The same people who were on the corner called him away. I don't know their names. They are union men. He said, Steinberg, I cannot take a chance, and he didn't pay me the money since then. Morris Abramowitz, 910 Jennings Street. He told me I would gladly come and buy poultry from you but I wouldn't take a chance. He said if you would see the guy that came into my market and heard what he told me you wouldn't be any better, and a number of others. I can't think of any other names now.

[fol. 1146] MAX SOLOMON, called as a witness, being duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am a poultry salesman for Independent Poultry Company. Steinberg did not attempt to purchase poultry from me yesterday, or today. I did see this gentleman Mr. O'Dougherty at my place of business today.

By the Court:

The Witness: Mr. Steinberg did not ask to buy poultry from me recently, within the last ten days. I don't know that he was in in April. I have not seen the man for more than two months but this gentleman says he saw me between ten and eleven in the morning. Between ten and eleven in the morning I am always at the unloading depot. I never saw this man before I came to Mr. Rice's office. The time when Steinberg came to buy poultry was quite a while ago, I would say six months. I don't recall his hav-

ing been to my place of business to buy poultry within six months. We have sold him poultry. That was about six months ago. At that time the old gentleman was the buyer for him and we sold him poultry.

By Mr. Rice:

The Witness: Three employees at the Independent Poultry Company are salesmen. I have not known of any incident where Mr. Steinberg has failed to pay his bills to the Independent Poultry Company.

[fol. 1147] ALBERT PRICE, called as a witness, being duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am president of Manhattan Commission Company. Steinberg came along today and asked for poultry, but it was all sold. They were all marked. He was accompanied by Mr. O'Dougherty.

By the Court:

The Witness: Steinberg does not owe us any money now. He last owed us money last February. It took quite a while to pay it. When he paid it I don't know but the last payment he made he took off sixty odd dollars and it took quite a while to get that back. The last time we sold him poultry I think it is in February of this year. I think he bought twice or three times. As matter of fact, I never sold him because I am not in the yard. When he called this morning all my poultry was sold because I had only order. It is customary with us that we don't have any cash business, but I am willing to sell him poultry for cash.

By Mr. Rice:

The Witness: He did not offer me cash this morning. He said have you any poultry to sell. I said they are all sold, all marked out. I showed that gentleman.

By the Court:

The Witness: I can't take his order now for next week if he deposits cash now because I got to take care first of my

steady trade. I am handling very little poultry. I am not willing to take cash for delivery of poultry next Thursday, I haven't any poultry every day.

By Mr. Rice:

The Witness: No one at my stand has ever suggested to me not to sell poultry to certain marketmen. That Steinberg was having labor trouble or union trouble—I probably [fol. 1148] heard it on the street but was not interested. I do not know it today because I know he was in the commission business in the last two months and I forgot about it. As matter of fact I never sold him on the market. I sold out all my poultry today. There are no coops there now.

[fol. 1149] WILLIAM H. NORRIS, called as a witness, being duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am president of James N. Norris, Inc., a live poultry commission house. I didn't see Mr. Steinberg today, not until I came down here. Steinberg might have been at my place and attempted to purchase poultry without my knowing it. He has never failed to pay any of his debts to me.

By the Court:

The Witness: I first started to do business with Mr. Steinberg in January. I sold him for two months. Then the other gentleman, Jauvitis, came down and I used to sell him a few coops. He said they stopped selling wholesale and were going to do a little retail business. I think the last sale I made was March 6th. I am willing to sell him poultry now if I have it, and to take his orders for it as long as the guarantee still holds good.

By Mr. Rice:

The Witness: Steinberg first came into my office, one day in January, and wanted to know if I would sell him some poultry. The account was guaranteed. I made a few inquiries and I sold him poultry. Our business is very irregular. We cannot tell what poultry we will have until the

day before. We do not aim to carry anything. I could not take an order now for next Thursday. I don't know that I will have poultry next Thursday.

By the Court:

The Witness: Today is my market day. The orders for poultry that I delivered today I took this morning—some of them last night. I am willing to take an order that Steinberg may place with me next Wednesday for any poultry I have and give it equal treatment with other orders if I have [fol. 1150] the poultry.

By Mr. Rice:

The Witness: Of all the poultry that I sold this morning about a car and a half was ordered before yesterday, a large percentage. Today we had two cars but we have a short situation today. I do not think there is a coop of fowl in the market. I am willing to take his orders and treat him fairly with the other orders as long as the account is good.

[fol. 1151] CHARLES F. WERNER, called as a witness, being first duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am treasurer of the Live poultry commission house, Samuel Werner, Inc. Steinberg did not attempt to purchase poultry from me today. He was at my market some time in April with Mr. Amos.

I refused to sell him poultry. My experience with Mr. Steinberg dates back to the latter part of last year. Understand, we do not sell Mr. Steinberg poultry, we sell the Bronx Poultry Corporation. That corporation was preceded by a corporation known as the Monroe Poultry Corporation. The Monroe Poultry Corporation is a corporation that we could not get any satisfactory statements from so we did manage through a credit bureau that we maintained in the market to get a statement guaranteeing for the Monroe Poultry Corporation from a Mr. Steinberg who is, I believe, a brother to this Steinberg and a personal statement of that Steinberg which satisfied us that he was good on his guarantee. On the basis of that I sold the old

Monroe Poultry Company several thousand dollars worth of poultry and then the Monroe Poultry Company went out of business and I had to wait about six or eight months before I was able to get my money for the poultry sold to the Monroe but I finally got the money. We got it piecemeal, a few hundred dollars at a time. Then they formed the East Bronx Association and Mr. Steinberg again gave my creditman this same statement which was also satisfactory and I sold him three or four bills in that name. Then I sold him for a couple of months two or three hundred dollars worth. Previous to that Steinberg would take off two or three or four or five dollars claiming it was dead poultry and each time he paid a bill he promised to pay this accumulated balance, which I took his word for but I [fol. 1152] didn't get any money. Then when I sold him this $500 worth of poultry, after I had waited about eight days longer than the due date for that poultry I called up and asked him why I didn't get my money. He said to hell with you you can wait for your money. I got plenty of time to pay you. So we called on his brother on the basis of his guarantee and we finally got him within twenty days after the bill was sold to pay that $500. Then I refused to sell him under any circumstances and I still refuse to sell him for the way he was falling back in his payments. When Matofsky was the buyer for the East Bronx we could get along with him all right but I don't care to do business with Steinberg under any circumstances. Steinberg has bought poultry from my salesman and waited practically until the day was over and then said I won't take it. We don't take receipts on the order, and he just backs out. I prefer not to do business with that type of individual. The East Bronx is not bad as long as his brother guarantees because his brother is apparently a responsible merchant. My complaint is their method of paying bills. I don't care to sell goods on that small margin of profit, 20 to 25 days. It don't pay me for what I get out of it. I have preferred not to do business with Steinberg since this time when he took 20 days or more to pay that five or six hundred dollar bill, two or three months ago. Steinberg offered to pay cash when he visited me in April, but I wouldn't sell him for cash because cash in our business doesn't mean anything. We won't really care to sell a load of poultry. We want to sell a customer's daily sup-

ply. I was not aware that Steinberg was having trouble until I came here today. No one has suggested to me not to sell him.

[fol. 1153] CHARLES SENOWITZ, called as a witness, being duly sworn, testified as follows:

By Mr. Rice:

The Witness: My company is Dexter Poultry Company, at 13th Avenue. There is another Dexter Poultry Company up in the Bronx. I am a member of that concern. Steinberg attempted to purchase poultry from me this morning. I did not refuse to sell him. I said you can have anything I got here. I said I haven't any fowl, I can give you broilers. He went right out; I didn't see any more of him.

By the Court:

The Witness: We didn't have any fowl. We are mostly in the jobbing business. It was not a matter of credit. I suppose if I asked for cash he would give me cash. I am willing to sell him poultry if I have it.

[fol. 1154] CHARLES L. FISK, called as a witness, being duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am a salesman for Jewell Koenig. Steinberg did not attempt to purchase poultry from me this morning. He has not attempted to purchase poultry from me in the past two months that I know of. Once I think he came in there on a Saturday morning. I did not sell him because he wanted to buy them cheaper than the market. He was all alone. There is no other salesman at the Jewell Koenig stand. I am on the yard most of the time when there is another salesman there, Mr. Koenig. This morning I was on the stand—in the market. We had no fowl. We only had broilers and very few of those. Steinberg was not at my stand this morning while I was

there. I am in and out and upstairs and in the restaurant but I didn't see him today.

By the Court:

The Witness: I am willing to sell him poultry right along if he pays his bills. Poultry shipments were short today, very short, very irregular. He hasn't bought anything from us for months. I am willing to take his orders and treat them the same as any one else's orders, providing there is the money.

[fol. 1155] IRVING N. WEIGERT, called as a witness, being duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am a salesman for Charles Werner, Inc. Steinberg came to our commission house this morning. I refused to sell. It was all sold out. I told him I had none to sell. We had no fowl today, only broilers. We had nothing for sale. All the broilers we had were sold. I was sold out a little after ten o'clock, about ten o'clock. If Steinberg had been there at nine-thirty he could have purchased poultry from me. I always have sold him. The last time I sold him I sold him from the railroad. It is hard for me to say. He hasn't been near me since. This morning he walked in on me and I said nothing to sell. I never refused him before.

[fol. 1156] JULIUS KASTEIN, called as a witness, being duly sworn, testified as follows:

By Mr. Rice:

The Witness: I am a live poultry commission merchant. My company is Julius Kastein, Inc. Steinberg did not attempt to purchase poultry from me this morning. I didn't see him. I did not see Mr. O'Dougherty this morning. I believe Mr. Steinberg was in my office with this other gentleman there (indicating Mr. Amos), and I explained the account was very unsatisfactory to me, they have taken off

more than I ever made from him. When Mr. Matofsky was there he took off one bill $124. I didn't want to sue him and finally wrote it off the books. I sold him some chickens, six coop- of poultry. We worked in the dark. We got inspection. He said he was short. And we must not kill on the New York Central at ten o'clock at night, and that man disappeared after I monkeyed around all night to give him poultry. Time and again he has bought stuff of me on the stand—hold it for me tomorrow morning and never showed up. He owed me a thousand the last time they closed up. I said I understand they closed up. I said give me this money. He said you wait, I got time. I persuaded him to give me a check for $500. The other $500 it took me about six months to get. I got the last $40 this week. Every time I called him up he said "You would get it". This other buyer, Mr. Matofsky, every time I asked him he would say, give me more poultry and I will give you the check. It was a very unsatisfactory account. When was the last time Steinberg bought poultry of me I can't tell you. I told him he owed me money. He asked me if I would sell him for cash. I said I might if the other account was paid up. I said come around the next day. If I got any poultry I might give it to you, I don't know.

[fol. 1157] GEORGE O'DOUGHERTY, recalled.

Cross-examination continued.

By Mr. Kaufman:

The Witness: Last Wednesday was the day that Mr. Steinberg claimed the car was damaged and Thursday was the day I went up there to look at it. That car is a small Dodge truck with an open back and the driver's seat is under a sort of hood. Behind the driver's seat and that hood, was an open truck with sides about twelve inches high. I didn't notice any junk in the truck. I didn't notice any pillows or broken wood or furniture in that truck. I noticed the truck in connection with the employment of some colored men to go over to the freight yard and help unload the freight car. I noticed them get back in the truck and go away after we were notified that the carload of

chickens would not be turned over to Mr. Steinberg. That is the same truck these colored men got in and were taken back to the place where they were picked up by Richie Brown and brought over to Mr. Steinberg's place prior to going to the freight yard. That was on a Monday, the day of the refusal of Mr. Roscoe Wood to turn over the carload of chickens to Steinberg. I saw the car driven—running, as it drove away with these colored men in it on Monday of that week. I saw at Steinberg's place a small Dodge truck, a large truck that had come from Jersey and a Dodge sedan automobile. I just looked at the damage done to the car. I was looking for the damage done to the car just up in front. Whether the right and left front fenders are almost rusted through, and part of them hanging off, I couldn't say. I looked merely at the damage done. Referring to this photograph shown me, the driver's seat is right in back of that glass. I did not look in there to see whether there was a cushion on there for the driver to sit on. I did not look to see whether the left front mudguard was connected with the running board. I just merely [fol. 1158] looked at the damage that was done to the truck. In this open space directly behind this seat, I didn't see a lot of old junk in that car with a thick accumulation of dust. I did not look for that purpose. No reason for me to look for that purpose. I know if the rear of that truck was filled with junk and merchandise as you say it was, four or five colored men could not climb in and out of that truck. I saw no refuse in the back. I saw men in the truck.

By Mr. Rice:

Q. Mr. Kaufman has referred to these photographs; would you look at this one and show what damage has been done?

The Court: Just offer them in evidence.

Mr. Kaufman: Offer them in evidence; I have no objection.

The Witness: These photographs represent the automobile which I saw.

By Mr. Kaufman:

The Witness: My attention was not drawn to a cut tire on that truck. I went around and looked at the truck my-

self. I testified about one of the tires having been cut. Referring to my notes that I made at the time, I looked at the tire, rear right tire gashed, just the outer casing, one gash, and when I testified I said it appeared like it might have been gashed with an axe. I don't know that it was. But the tire was full of air at that time. It appeared like a new cut. There was not dirt or sand in the cut.

[fol. 1159] MAX LEVIT, called and sworn as a witness, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am manager of a poultry business. I haul poultry to New York City as often as I can. I have hauled about four truckloads of poultry to New York City in the past two weeks. Jauvitis has attempted to haul poultry in my trucks, within the past month and a half or two months. I received a call from Risser & Rabinowitz, wanting a truck to deliver some poultry to New York. I sent a truck down and they loaded a truckload of poultry. After they got through loading it the driver called me; it was a C. O. D. When I heard that I went down and spoke to the people. The man had not even paid a deposit down on the poultry. I was in no shape to haul poultry to New York on a C. O. D. I refused to make delivery because I didn't want to haul poultry on that basis. I didn't want any bother with C. O. D. I don't ever take C. O. D.'s. I lost some money on C. O. D.'s and I didn't want to take any chance. I did not talk to a member of the union from New York before I stopped that shipment of poultry. Before I arranged to give him a truck to ship the poultry to New York, I didn't inquire about the shipment. I don't ordinarily do that. In most cases people come and pay for their goods. When they asked me for the truck they did not say anything about it and I didn't think about it.

Cross-examination.

By Mr. Kaufman:

The Witness: The party we deliver the poultry to pays for the truck. In this case it would have been Steinberg

or Jauvitis. They would have to pay me for the cost of the poultry and my storage charges. If I were not paid either the cost of my charges or the poultry, I would have [fol. 1160] to carry it back or make good for the load of poultry.

By the Court:

The Witness: Otherwise I would be willing to haul poultry for him now, irrespective of the union.

By Mr. Rice:

The Witness: After the criminal trial about six months ago I did tell you I didn't want any trouble with New York men. I did tell you that at the time. I delivered poultry for these people, but they had left some money on that shipment before it left Philadelphia, with the people they bought the poultry from. I know because I know what had to come back. The last time prior to this time you are referring to, I had made up my mind that was the end of C. O. D.'s. Considerable expense is involved in loading and unloading a truckload of poultry. We lost about four hours, representing about a quarter of the work, and we got paid nothing for it.

[fol. 1161] JULIUS STEINBERG, called and sworn as a witness, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am a brother of Aaron Steinberg and my business is manufacturing silk novelties. I am interested in the poultry business only in a financial way in the East Bronx Poultry and Palace Commission Company. My brother attempted to purchase poultry from us about two weeks ago and I told him he could not afford to have trouble with the union and that is why we could not give him any poultry. That was our only reason for refusing to sell to him. I am not active in the business. Mr. Bloom said, "You are liable to have trouble if you sell poultry to your brother," and that is why he is not willing to sell it.

Cross-examination.

By Mr. Kaufman:

The Witness: I am not active in the business at all and don't know anything about it. I do not know Arthur Herbert. Of the East Bronx Poultry Company I own about fifty per cent of the stock. The rest of the stock in the company is owned by my brother Aaron, and a man by the name of Jauvitis. My brother Aaron, in the beginning, when we incorporated, invested $2,000. Now I am in there for about $15,000. He has no money. Mr. Jauvitis didn't put up any money. He has about twelve shares out of 100. I am financing the East Bronx Poultry business and also the Palace, in which my partners are Jake Bloom and Julius Bloom, two brothers. I go there once a week, just to sign the checks. I go up to the East Bronx Poultry Company once in a while.

[fol. 1162] Julius Bloom, called and sworn as a witness, testified as follows:

Direct examination.

By Mr. Rice:

The Witness: I am a partner in the Palace Commission Company. Aaron Steinberg did not attempt to purchase poultry from us about two weeks ago. The last time he attempted to purchase was two months ago. At that time I didn't refuse to sell him, exactly. On account of having trouble there is in the place I have told him that I would not care to sell to him and wouldn't care to have any trouble in our business. I was afraid I might have trouble myself if I sold to him. I had no basis for that fear. I cannot state any basis exactly. No one suggested to me that I might get into trouble if I sold him.

[fol. 1163] William H. Norris, recalled.

By Mr. Rice:

The Witness: The last time I was here, I said that I would sell poultry to Aaron Steinberg if he paid cash.

He called up Monday since that time and wanted to buy some fowl. I told him I only had Leghorn fowl. He said, "Send me a couple of Leghorn coops." I called up the yard to send him a couple of Leghorn coops, but they brought it to market. I didn't suggest that he load his own; he asked me if he could load his own.

I told him that the men refused to load, union men wouldn't load with outside men. They load only with union help. I did not tell Steinberg that I was afraid to sell him poultry because of the union. Steinberg said that if he could load it himself he could no doubt load, but the union men wouldn't load with outside help. I talked to Max Kessler about this on Wednesday in my place. I approached him and I asked him if Steinberg wanted to load the poultry himself could he do it, and he said yes, the bosses could load but they could not load with outside help. He did not say that if Steinberg had any other men with him besides himself, that he might get into trouble. He could have his partner. He said they wouldn't load outside of union labor. He just said if Steinberg and his partner wanted to load, they could load. He didn't say anything about any other man not a union man accompanying them. I had no basis for inferring that a non-union man could not accompany Steinberg. I have union men, and I need union men. I just inferred if I loaded outside, why, my men would not work. I had no right to say so because I didn't try. I didn't tell him not to bring any strange men with him. I told him that if he and his partner wanted to come down they could load. Steinberg did say he could not load that poultry alone and I am sure that I [fol. 1164] said his partner could come along, too.

By Mr. Kaufman:

The Witness: Steinberg did not say that he was coming, and for me to set aside two coops for him. He called on me to send him two coops. I had two coops loaded which were sent to the market and the practice was for Steinberg to come and pick them up at the market. He didn't come down, but he told me he would be down the next day. The order was placed on Monday and he came on Wednesday. He told me he was not going to pick them up, he just left them on my hands and went away.

By Mr. Rice:

The Witness: Steinberg did not attempt to take delivery on Wednesday. He came up in the office and we stood there talking a while. He wanted some colored fowl and some leghorns and we talked over general conditions and then he went away. When he went away he said he would let me hear from him later and then he called up the same day. He indicated he wanted poultry but gave no reason for not taking delivery. My men would not load him. I had four union men there. One of them said, "We cannot load him". That's all.

[fol. 1165] AARON STEINBERG, recalled.

By Mr. Rice:

The Witness: I do not have any union men in my shop. I have tried during the course of the past two months to take union men ten times. I have requested every delegate connected with the union, Harry Shomer, Dave Kaufman, Tootsie Herbert and Charles Herbert. I negotiated with Charley Herbert as well as Arthur Herbert as to members of the shochtim union at times. I even endeavored to send Mr. Siegel, my attorney, if he can possibly persuade the union to give me union help and they refused to negotiate with me. They told me I must take three men and two shochtim.

Originally they told me I had to take four men, but now two men. I want one shoch*tim* and one helper. They were unwilling to give me less than three men and two shochtim. A shochet's salary is $65 a week, and a man's salary is $50 a week, and a dollar overtime for each hour, and Friday when they start before seven you got to pay them two dollars an hour. The usual pay of the men is about $70 a week. That would be $210 a week for the men. For the shochtim it would be $130 a week. Now I don't employ anybody, only one boy is in the place but I don't do any business. My business is ruined. Before they interfered with my business, I did not have any men. I worked myself and Mr. Jauvitz is the shochet. We did a small business. We used to get it from Philadelphia and on Sunday from different marketmen. Two months ago Jauvitz and

I handled all the business. The union delegates insisted I take three men and two shochets. I was paying Richie Brown and Samato four dollars a day.

I have heard Mr. Norris testify as to my attempt to purchase poultry during the past week. Monday at ten o'clock I called up Mr. Norris and said, "Mr. Norris, you promised Judge Knox to sell me poultry; are you going to [fol. 1166] give me some?" He said yes. I said, "I want four coops of colored fowl and a coop or two of leghorn fowl." He said he didn't think he had any colored fowl and I said, "All right, send me two coops of Leghorn fowl." At two or three o'clock Mr. Norris called me up and said "I charged you two coops of Leghorn fowl but they wouldn't deliver it." I said, "You keep those Leghorn fowl on the stand. You have some poultry on Tuesday, get me four or five coops of colored fowl and I will come up myself and take it." He said, "All right, call me up and I will let you know if you are to come over." I spoke to Bill Norris, Dr. Norris's son. He said, "Yes, Steinberg, we have the colored fowl, if you will come up we will give it to you." I came up; I saw the poultry on the stand; there was quite a bit of it. I went up and saw Mr. Norris was in the office. He said he didn't approve of the practice of the union, they were forcing shochtim on people. He said, "Steinberg, I have four cars, tomorrow is a big day, the market doesn't look good, today the market is 28 cents and if I get in a jam with these people I cannot afford it." He said, "Call me up tomorrow at eleven o'clock. I am going to give this thing a test, I will surely give you poultry." Of course I was satisfied. I had to be satisfied, and went back. At eleven o'clock I called and got the bookkeeper. Norris was not there. Later he called me. He said, "I got the poultry, but here is what I got from the union, you must come yourself and load. If you bring anybody else, I will have a strike."

I said, "It is physically impossible for me to lift a crate, that is big and weighs over three hundred pounds. How can I lift it on the truck?" He said, "I am sorry." I don't have Mr. Jauvitz to help me. It is impossible. The union use four men. A coop is very bulky and weighs three hundred pounds. Jauvitz cannot do it. He isn't physically built for it, and I was absolutely without any [fol. 1167] poultry at all.

[fol. 1168] HERMAN MOTT, called and sworn as a witness, testified as follows:

Direct examination.

By Mr. Kaufman:

The Witness: I am in the poultry business. I was in partnership with Steinberg about a year ago and severed my relationship with him about November or December of 1929. During the last month or two, I have talked with Mr. Steinberg about getting together again. Three weeks ago on a Monday I think it was, Aaron Steinberg told me whether we can get together in business. He told me he had a car of poultry on the track and he said he didn't want to take it out. That was Friday. I asked him why and he said he was not ready, and he kept it Saturday, Sunday and Monday, and I told him by keeping it four days, the shipper might take the car away from him, and he said, well, he couldn't help himself because he was not ready to unload. I was there Monday and he spoke to me and said he wanted to go ahead and take out the car without union labor because he could save $300 a car. I spoke to him and told him that was all right on his side but I couldn't see where he could start in with three different labor union- to take out a car, there is Local 167, there is the Unloaders, there is the Pullers. I said, "You will be in trouble with every one of them." I told him if we could go ahead and straighten out with the union, we could take the stuff out. He said it would not be for the reason that if he settled with this union he would have trouble with the others and it would cost him $300 a car more to take out. Then we had a talk two or three days later. He said he expects to beat the unions in court. He said he expects to get an injunction so he can be the only one to go ahead and do business. About this proceeding before Judge Knox he told me he is sure he is going to beat them and get an injunction to go ahead and do business and handle eight or ten cars up there where he can be the only one in the field in that game. [fol. 1169] A week ago last Thursday I seen him and was in the office and there was a man who said he was from the Government, Mr. O'Dougherty. We went down to Julius Steinberg in his office on Broadway. He is not active in the business. When I went down with Mr. Steinberg and

O'Dougherty, I spoke to Julius Steinberg and then spoke to Aaron Steinberg, and I said to Aaron, "Why don't you go down?" He said he don't want to go down, because, he said, if he would go down maybe they would give him poultry, and if he went down and got poultry, what would happen, he said all his plans would be upset and it would not pay him. O'Dougherty was pressing Steinberg to go out. O'Dougherty said he was sent to go down there to find out himself if he can get poultry, and he was trying to get Mr. Steinberg to start out on that job. He didn't get started that day at all. Steinberg said in Jewish to me so O'Dougherty could not understand it, "I could not act for the simple reason if they give me poultry that will upset the whole plan." The last time I saw Steinberg was Tuesday of this week. He told me that some fellow by the name of Willie Mount broke his car: I told him it could not be Willie Mount because that fellow worked for me for years and he worked for some other people and I said he will be the last man for doing that. I said, "Are you sure that is him?" he said he don't know his name but he heard Willie Mount. I said, "Remember, Willie Mount wouldn't touch a fly because that fellow is actually different from the rest of the men." He said his car was damaged with an axe. He did not say he had done anything to it. He said it might as well be destroyel, it isn't worth anything, it is running four years.

I was in partnership with Steinberg twice, the first time about fifteen months. During the time that I was in partnership with Steinberg and he was employing union men, he did not actually pay the union scale of wages to the shochet. [fol. 1170] I know the last time when he started and got in trouble with labor, I told him right away you can not be in business with union labor, you paid them $60 apiece instead of $65. They had to lie themselves. The shochets he paid $50. The other men that were working there, union men, some worked flat money, fifty dollars or so. Some of them got overtime. There were always quarrels about paying overtime just before I left the business. When they started in trouble with the union, I left. That must have been in August because I left in September. For several weeks he took three or four dollars a week off the men's wages. Steinberg said many times he would break the union if it cost him a million dollars or some other such extravagant statement.

Cross-examination.

By Mr. Rice:

The Witness: Steinberg said he wanted to get an injunction so he could be the only one that could handle poultry up in the Bronx with his own coops and his own labor. He told me that last week and two weeks ago. On the first occasion that I talked to him, there was no one else present. On the occasion that Mr. O'Dougherty was present, he didn't speak anything then. We had nothing to talk about. We spoke about it in Mr. Steinberg's office on Broadway. Steinberg told me that Mount destroyed his car. He didn't say Namara destroyed it.

I was associated with Aaron Steinberg in business in 1929 until September. I had no arrangement with Aaron and Julius Steinberg while I was working there as to compensation for my services. I got paid fifty dollars a week. I was supposed to go in partnership with him on a one-third basis when I came to work there and he was supposed to pay Mr. Wolfowitz, or whatever his name is. There was no stock to be paid for. I didn't get any stock and I didn't pay for it. I don't know whether there was a corporation [fol. 1171] operating there. I was a partner the first time and I left him in November or December, 1929. I did not leave because I failed to put in money into the business. I am not in business now. I was last in business about two months ago. I had three telephone calls from Steinberg at my daughter's home. Her telephone number there is 2508 Susquehanna. It isn't true that on several ocacsions during the past two months I have been at Steinberg's market and have begged him to go into another partnership with me. It isn't true that I have requested employment from Steinberg or that Steinberg gave me some encouragement that he might employ me under some arrangement. I was last employed by Independent Poultry Company. We closed up. After the close I did not go to see Steinberg. While I was working at the Independent Poultry Company after working hours I did not go to Steinberg's market on many occasions and requested work from him. He negotiated with me for a partnership or some other business association when he called me. It was about three weeks ago on a Friday or Monday.

I left Steinberg's market in December, 1929, because he was supposed to pay out Wolfowitz and take me in as a

partner there. I didn't want to go into the business as long as Mr. Wolfowitz was there. I was supposed to get and pay for one-third of the shares. I didn't pay for them because I didn't get them.

I spoke to him Monday, May 12th. I don't know whether the car of poultry was sold or bought on that day; I spoke to him in the office. He asked me to come in as a partner. I told him I would have to talk to his brother because he is a partner in the business himself. The brother said he is going to give me shares and we should go into business, we are to handle a lot of cars up there and will make money and I said I cannot see I can go into it if he wants to quarrel [fol. 1172] with labor; if I can straighten up the labor question I will go in with him. I have been out of work for two months. I am taken care of by my son-in-law. On that occasion when I spoke to Aaron Steinberg I did not tell him that Charley Herbert had sold that carload of poultry to Louis Spatz. Steinberg told me that Bloom, his partner, told it to him. He didn't want to tell it to me first off. He said, "Mr. Bloom told it to me". I said you shouldn't make them kind of statements if Bloom told it to you. I talked to Aaron Steinberg on Friday, May 9th, about twelve noon or one o'clock P. M. I don't know whether the car of poultry arrived Friday morning or Friday noon. I talked to him on Monday also. I haven't visited Steinberg's market since that Friday night. In the past two months I don't believe I was there twice. I negotiated to become associated with him in business about twice. Steinberg told me that he would pay a million dollars to break the union in his place Thursday, a week ago, when he asked me to go in partnership with him. I told him I wouldn't go in unless he straightens up the labor question, and while we were talking I said the best way out of it is if we can get Mr. Hillman's plant up in the Bronx then he could straighten up with the union and save whatever he wants to save. Then he said all right, you go down and speak to Mr. Hillman, and I did and I made an appointment for Mr. Steinberg and we went over last Tuesday, on 72nd Street, in the Hotel Bancroft, and we spoke to Hillman and Hillman wanted to have forty per cent of the business. Mr. Steinberg listened to it and then went out and he said it didn't pay him to give him forty per cent of the business where he could do the same thing in his own

plant, besides paying him $700 a month rent, and I went down to his place and he said what's the use of me bothering with the union when I have my own place and my own [fol. 1173] labor and that is where I want my business and my market. I did not tell him where he could get empty crates and I have never heard of the National Box & Lumber Company. I did not tell Steinberg that he could buy empty crates at $1.65 at the National Box & Lumber Company. When we were supposed to go in business, about a week before, I spoke to him and told him that both cars he has got has to be thrown out for junk because they are no good. That is about the only thing we spoke. We have to get new trucks, but after it was injured he said to me it was not worth anything anyhow, I might as well throw it out.

By Mr. Kaufman:

The Witness: Steinberg did not say who broke that truck. He told me they had broken the truck but the next day he said a man by the name of William Mount had broke the truck and I said to him, not that I took anybody's part, this fellow William Mount wouldn't harm a fly. I said William Mount would never harm a truck or anything. That's all I told him.

This day that I was down to Steinberg's brother's place he showed me his employees in the place. He said they were not union people; he never employs union people. He was trying to do the same thing in his place as he was doing up there. He said he was paying these people $18—$20. He said he has to have good help before he would pay him $20.

By Mr. Rice:

The Witness: I talked to Mr. Kaufman, the attorney, before I testified here the other day in the hall, but not before that. I did not talk to Arthur Herbert or any of the delegates of the union.

[fol. 1174] Max Wolfowitz, called as a witness, being duly sworn, testified as follows:

By Mr. Kaufman:

The Witness: I remember the time that Arthur Herbert went to jail to serve the sentence that was imposed by Judge

Knox but I don't remember the day. At that time I was in partnership with Mr. Steinberg for about eight months. On that day Steinberg discharged all of the union people and said he was going to break the union. When he discharged his people and said he was going to break the union, I told him he cannot do it with me; if he cannot straighten it out with the union—I am a union man myself and I cannot stand it and I got to get out and I did. At that time he had about $1,200 worth of my notes for my interest in the business. I couldn't agree with Steinberg and that is why I stopped paying and went out. Up to the time that I stopped paying I had paid him $2,300 and in addition to that he had $1,200 of my notes. I did not get back any part of my $2,300. During the eight months that I was in partnership with Steinberg I did not have any difficulty with the people who were working there but he always told me to push the clock on them and not to pay them; he always behind two or three dollars—$3.50. If the men started to ask him why I didn't pay them the two or three or three and a half dollars whatever is coming to them Steinberg said if you don't want to work get out of here. There were disputes with the men during the time I was there almost every week. They were union people and I couldn't protect them because I was not a boss myself. I had a partner with me.

By Mr. Rice:

The Witness: I was president in the corporation which ran this business but I didn't manage the business. I was out before Charley Herbert came out of jail about a week [fol. 1175] or so before. I remember about the time that Arthur Herbert went to jail. At about that time Harry Shomer and Max Keslin came into our place of business. They said it is not nice from you Max to treat the union men the way you are treating them. I said absolutely not and if that would not be settled I will be out of the place. I did not call the police. The police did not kick Harry Shomer and Max Keslin out of the place at my request. The police was around there but I didn't call anybody. I was not there alone; Mr. Steinberg was there and everybody was there. Keslin and Shomer were not attempting to call a strike on us at that time. They didn't tell us we

would not get poultry unless we treated these men fairly. They asked is it fair for you to treat union labor that way. I said absolutely you are right, if union labor are not treated right I will be out of the place and after that I went out of the place. I don't remember whether after that policemen came in the place. Generally the cops are walking around the place but I don't know when, I never called anybody. The policeman did not say or do anything. I didn't see them in the place at all. I seen them walk around the place. Sometimes they used to come in. Any poultry market cops come in. There was a strike called on that place while I was president of the corporation. That isn't the reason why I left Steinberg's market. I left Steinberg's market because of the way he treated union labor. I sympathized with union labor. I couldn't stay there if the union men were out.

By Mr. Kaufman:

The Witness: The ones in this company that I was president of were Aaron Steinberg, Julius Steinberg and myself. The treasurer was Julius Steinberg, who signed the checks. What officer Aaron Steinberg was, I don't remember. I had 33⅓% interest and Mr. Aaron Steinberg and [fol. 1176] Julius Steinberg owned the rest of it. When I was a partner of Steinberg's Javits was working there as shochet and collector at $35 a week. The union scale for shochets was $65 a week and he only got $35 for being both a shochet and collector. We paid the union shochets while I was up there, $50 a week. They were never paid the union scale while I was with Steinberg.

The Court: I understand all the time he went up there they were not paying union wages.

The Witness: Before they started to ask for it I didn't bother with them. When they started to ask for it I couldn't help it.

Mr. Rice: I do not think there is any dispute as to whether Steinberg played fair with the union or not, as to whether he was trying to violate the union regulations and get labor as cheaply as possible.

Mr. Kaufman: Are you admitting that he has not played fair with the union?

Mr. Rice: I am not admitting in those terms, I am admitting that he attempted to get labor as cheaply as possible.

The Court: And that he did not pay union wages, as far as that is concerned, as the union wanted them paid, and what I have in mind is this man left when there was a definite protest made to him; that he was quite willing to go ahead and not be solicitous for his union members until somebody called at the place of business.

Mr. Kaufman: I do not think your Honor has the sequence of events as this witness has attempted to explain them.

The Witness: Up to the time that Arthur Herbert went to jail as Mr. Rice puts it, we were not paying the union wage. The day that Arthur Herbert went to jail, Steinberg discharged all of the union people. It was after Steinberg discharged all of the union people that Harry Shomer and Max Keslin came up to see us. The men were discharged one or two days already when Harry Shomer and Max Keslin came to see us. It was then that Harry Shomer asked us whether we were fair to the men.

[fol. 1177] Louis Deitel, called as a witness, being duly sworn, testified as follows:

By Mr. Kaufman:

The Witness: My business is trucking and furnishing of coops to the commission merchants. I know Aaron Steinberg. I had talks with him during the last three or four months wherein he asked me to act as an arbiter with respect to his difficulties with the union. I visited Steinberg's office several times regarding some coops that he had up there belonging to us.

In the course of conversation the gentleman who was working for him, Javitz I believe it is, the shochet up there, asked me if I could not intercede or try to arbitrate the union trouble, the labor trouble. I said I was perfectly willing to do anything that I could do to settle the matter and Steinberg also chimed in and said he would appreciate it very much if I could do it. I said I would

try to do it. I don't want to be held to any particular date or days that I was up there. I can't remember that. At this particular time they both spoke to me about trying to arbitrate this matter and I told Steinberg that if he would meet me in the market the following day that I would see what I could do. He met me in the market the following day and it seems that some of the labor delegates were around and I had a talk with Steinberg. I told him that nobody was around; that possibly at some other time we could straighten it up, that is I would try and help him straighten it up. He asked me at that time would we furnish him coops and trucks. I said we sure would. I said that is our business. He also asked me would we furnish him coops and trucks if he did not settle with the union. I told him we would furnish him anything but I said, you know, Mr. Steinberg, our men are all union men and even if we did want to give it to you you [fol. 1178] know they would not go to you. I was up to see Mr. Steinberg again regarding the coops and again they both asked me would I try to intercede. I said yes. I said I would make an effort to try to get hold of the labor delegates and have a meeting and I would act as the arbitrator between them. In fact, I asked them what the trouble was. He told me that the union wanted him to take three men and two shochets. He said the amount of business that he does does not warrant paying out so much for labor and that it was not fair. I think I said what do you think is fair. Well, he said, two men and one shochet, so I said, I will try to get hold of these delegates tomorrow and if possible I will see if we can arbitrate this matter and I asked Mr. Steinberg to meet me in the market the following morning, which he did, and I did meet some of the delegates and Steinberg and I and the delegates went up to an office in West Washington Market.

The matter came up regarding how many men Steinberg should have. The union said he should have three men for the first week. After the first week they would withdraw one man providing he did not do any more business than what was allowed by the union rules. If I remember rightly it was fifty or sixty coops that he could do business with two men and one shocket. That is after the first week. I will go back again. When I was up in his place, when

we spoke about that, he said I would like to settle. I said, Mr. Steinberg, suppose they withdraw the one man as they said you. He had told me that the union had told him they would withdraw one man. I said suppose they do that what difference does it make to you to settle a labor question for the sake of $50 which one man would cost you. He said, I wouldn't take their word. I said. I will tell you what I will do, Mr. Steinberg, if I arbitrate this matter for you and if the union delegates tell me they will withdraw one man after the first week and also [fol. 1179] to furnish one shochet. The question of price came up. Naturally I was not interested in that. I believe the men were — $65 a week. It was towards the end of the week. What day it was I just can't say, whether Thursday or Friday, and at the conclusion of the meeting Mr. Steinberg said to one of the delegates, It is practically the end of the week now, if I do start business I will open up on Monday and I will give you a ring. So that was that. They went down and I again assured Mr. Steinberg that everything would be all right. He thanked me, we shook hands and he thanked me very much for my efforts and I left. Steinberg at first argued that he wanted only two men. They told him they would withdraw one man after the first week. In fact as I say I personally guaranteed that they would. For the withdrawing of the third man at the end of the first week the condition was that if he did not do enough business—they argued over the amount of coops that he could sell. He said he wouldn't sell over fifty or sixty coops a week. Mr. Herbert said that the union contract provided for three men and two shochets in the event that more than fifty coops were sold. Mr. Herbert made a concession to Steinberg of two men and one shochet if he sold up to sixty coops a week. He said he wouldn't hold him to a few coops one way or the other. He said he would allow it. Steinberg seemed to be satisfied. He didn't acquiesce. He didn't say that he would give in but he did say that he would consider it, that everything looked all right and that he would call up the headquarters if he wanted the men for Monday. He said if he did start in he would not start in until the following Monday. It was probably Thursday or Friday at the time we had this meeting. I said if they told him in front of me they would withdraw

one man that I would guarantee that to Steinberg. They did say that in front of me to Mr. Steinberg. I felt that [fol. 1180] was a fair arrangement to both sides. The only thing hinged upon the matter of one man when Mr. Steinberg spoke to me. I figured it was fair and would stop the trouble. I said for the sake of $50 why have the trouble.

By Mr. Rice:

The Witness: I am a vice president in the New Jersey Coop Company and the active manager. I am not a member of the International Brotherhood of Chauffeurs, Teamsters, Stablemen and Helpers. Our company makes contracts and I supervise the making of such contracts. We have a labor contract with the union specifying the amount of wages that we shall pay our men. We have no understanding with the union that we are to supply all of the coops for the poultry industry in New York. It is none of their affairs. We supply all of the coops for transporting poultry from West Washington Market and from the Terminal to the various markets all over the city. We have no competitor whatever in New York City. During the last three years nobody has attempted to compete with us that I can remember. We charge $1.00 rental for these coops.

I offered to guarantee that the union would keep its word. Business is done on a man's word. I have taken a man's word for a whole lot of things possibly better than if it was on paper. I know all the delegates of the union. It isn't true that Charley Herbert in my presence told Mr. Steinberg that if he killed more than fifty coops, even fifty-one coops, of poultry a week that he would have to have two shochets. He said we wouldn't hold you to a few coops one way or the other. If it is fifty or sixty coops we would not hold you to a few coops. Steinberg didn't exactly accept the arrangement which I had negotiated for him. He said things look pretty good and it is the end of the week and if we start in business I will open up on [fol. 1181] Monday and I will call you up. I don't know whether he operated for several weeks with three union men and two shochets. I don't know that the union refused to take off the third union man.

Mr. Kaufman: There is no such proof.
Mr. Rice: I can offer such proof if your Honor permits.
Mr. Kaufman: We would like to have you offer it.

By Mr. Kaufman:

The Witness: The time when I sat as arbitrator of this meeting I really couldn't tell you, it may be a month ago, or three weeks, I wouldn't say sure but before these hearings started before Judge Knox.

By Mr. Rice:

The Witness: Mr. Steinberg came to me on the road one day and said to me will you give me a truck. I said sure, I have possibly twenty-five or thirty trucks—and I told my foreman on the road take care of Mr. Steinberg what he wants and he went over to him and asked him what he wanted. I told him to ask Mr. Steinberg what he wanted. Then the foreman came back to me and told me he didn't want the truck at that time. I didn't refuse to supply 100 coops requested by Mr. Steinberg to haul poultry from the Melrose Yard to his market. He asked me would we supply him with coops and I said we would supply him with coops and trucks. I said our men are union men, they belong to a union in New Jersey not affiliated with the New York union. I said you know, Mr. Steinberg, they are union men and if you have scab labor being union men they will not go with you. It was not that I would not furnish him; I explained that to Mr. Steinberg. I told him it was impossible. The driver wouldn't naturally go there.

[fol. 1182] Max Wolfowitz, resumed.

By Mr. Kaufman:

The Witness: Steinberg came to my house last Saturday night. He wanted we should open up a place again and he said we got the union licked and we will do business and we will make money. I said I don't want the business and I don't want the money.

[fol. 1183] Max Keslin, called as a witness, being duly sworn, testified as follows:

By Mr. Kaufman:

The Witness: During the last month or two, I have not been up in the Bronx at any time near Steinberg's market. I have been working in West Washington Market. I am there every day in the week.

By Mr. Rice:

The Witness: I was not at Steinberg's market on Monday, May 12th.

Mr. Kaufman: This being an informal investigation I do not propose calling any other witnesses unless your Honor wants to hear any specific thing.

The Court: Anyone further you want to put on?

Mr. Rice: I should like to offer an affidavit of Mr. Oseas. It is designed merely to show what has been the attitude.

Mr. Kaufman: There is one inaccuracy in this affidavit and I do not think it was intentional. Mr. Oseas says: "At the conclusion of this statement I turned to Mr. Steinberg and told him that Mr. Kaufman having stated his advice, Mr. Steinberg was to go down to West Washington Market with his own truck and prepare to do his own loading. Mr. Kaufman then stated that if Mr. Steinberg intended to do anything of the kind he advised him to secure police protection for his truck otherwise he would not be safe." That is inaccurate to this extent. I said to Mr. Oseas and to Mr. Steinberg that if Mr. Steinberg attempted to take non-union labor down there I would suggest, because we could not control hundreds of members of this union, to have a police escort that is regularly maintained for that purpose so that if anything happens we won't be responsible and the person who starts the trouble will be arrested.

[fol. 1184] ARTHUR HERBERT, called as a witness, being duly sworn, testified as follows:

By Mr. Kaufman:

The Witness: Regarding the breaking of Steinberg's automobile, the only time I heard about it was in this court room. After I heard Steinberg testify I made an investigation to find out whether by chance any of the members

did it. I learned only one thing, that William Mount, the man who Steinberg said did it, was in the hospital today and was in the hospital the day Mr. Steinberg said it was broken. He has been in the hospital as near as I can remember two or three months. David Kaufman is in the hospital today. He was taken to the hospital a week ago Saturday and was operated on for appendicitis. About the car of poultry that Mr. Steinberg referred to, all I can say is I don't know anything about the poultry, only what I heard in this courtroom. You, as counsel, gave me advice, and I instructed my men not to load anybody that isn't a union man and hasn't a union ticket. With respect to the sale of poultry, you said we have no right to interfere with anybody selling poultry or anyone buying poultry. I was present in Major Daly's office during the hearing. That hearing took pretty much all day. Mr. Steinberg said he was going down there with his partner to load. I assured him at that time there would not be any interference with him. He later said he was going down there with some outside men. Mr. Kaufman told Mr. Osea[illegible] in front of Mr. Steinberg, and he told him, if he came down and loaded the poultry himself and his partner, that would be all right and you did not think there would be any interference, even if we did come down with strike breakers or anybody else, but to insure himself, it was more necessary for him to have police protection.

By Mr. Rice:

[fol. 1185] The Witness: I never spoke to Mr. Steinberg in the office, Mr. Kaufman did, and those are the exact words he told Mr. Steinberg. I don't think it would be necessary for Mr. Steinberg to have police protection down there. As far as the attitude of the men—I can't stand responsible for that. We haven't any trouble with anybody. Anybody that comes to West Washington Market comes with a union ticket. I instructed my men by the advice of counsel not to load anybody who hasn't a union ticket. I instructed my men not to load Aaron Steinberg. At the time of the trouble with Mr. Steinberg about three months ago, I did not instruct Max Keslin, I instructed the men working on the stands. I did not in any way convey that message to Max Keslin. I told them that Steinberg was not to be loaded if he hasn't a union tag. The union always requires marketmen to have a union tag to be loaded down there.

I did not know Roscoe C. Wood or hear of him until I saw him in this courtroom. I do not know that any union men paid a visit to him on May 12th, 1930. The first time I heard of it was the day that Roscoe Wood took the stand. If union men were to pay such a visit to a shipper's agent as was testified to here in court I couldn't say that I would be likely to know about it; probably I would, probably I would not. Carmen Gardi who testified he was a truck driver from Newark, I never saw until he was in this courtroom. I had nothing to do with his failure to deliver coops to Steinberg on May 9th. I didn't know that Steinberg was ordering empty coops from the National Box & Lumber Company of Newark, or that Steinberg had negotiated with the New Jersey Coop Company to get empty crates from them. I did not know that Steinberg had talked to Mr. Deitel concerning coops. I know Mr. Deitel. He attempted to negotiate a settlement between the union and Steinberg. He was attempting to arbitrate. Harry Shomer acted on [fol. 1186] behalf of the union. I did not instruct him what to do about it. Shomer knows his business. I never instruct Mr. Shomer anything. Steinberg never took three union men and two shochets after these negotiations with Mr. Deitel and it isn't a fact that I refused to take off the third union man after a week. I know Max Leavit of Philadelphia since the time of our trial, some part around there, I cannot tell exactly the date. I have met him. I never spoke to him outside of going out of the courtroom here last week. I never talked to him over the telephone. I was in Philadelphia once about two years ago and I did visit a Leavit. I don't know if it is him or not; there are a few Leavits out there. I didn't tell him anything. I did not instruct or warn Mr. Leavit not to deliver poultry to Steinberg within the past two months. If anyone in the union warned Mr. Leavit not to deliver poultry to Steinberg I would not hear about it and I did not hear about it.

[fol. 1187] DAVID M. SOLINGER, called as a witness, being duly sworn, testified as follows:

By Mr. Kaufman:

The Witness: I am an attorney and associated with your office. A week ago last Saturday you and I went to

Mr. Steinberg's place. We went into the rear of Steinberg's place and the truck was standing there. It is a Dodge truck with a shed over the driver's seat. The rear of the truck is open and there is a wooden railing about a foot high along the sides. In the rear was a lot of refuse, pillows, wood which seemed to be broken furniture, dust and dirt. The engine was dry, looked as though no water or gas had been in it for some time. The tires had about 45 pounds of air in them and were covered with a film of dust. The seat, the place where the *place where the* cushion for the driver to sit on usually is, the driver's seat was level with the floor of the car and there was an iron rod across the floor where the driver usually sits. That was three days after the day Mr. Steinberg testified that his car was broken. The engine was dry and dirty. There was a covering of soot in the bottom part of the engine. I forgot to say before that the fenders of the car were badly rusted and the bumper in front was half broken being on the left hand side of the car looking forward. The left hand side of the bumper was missing and dragging down towards the ground. The left front fender was rotted away from the running board of the car and it was broken between the running board and the fender itself. Apparently that was not any of the fresh breaks that Mr. Steinberg complained about. Mr. Kaufman asked Steinberg to show us which one of the tires had been cut and he stated it was the right rear tire looking forward. The tire seemed to have what would be 45 or 50 pounds of air in it. Mr. Kaufman asked him where it had been cut. He shrugged his shoulders and said it didn't amount to much. We looked and didn't find [fol. 1188] the cut. Then he looked to find the cut and said he couldn't find it. It did not look as though that car had been recently used. The car had obviously been hit with something.

[fol. 1189] HARRY SHOMER, called as a witness, being duly sworn, testified as follows:

By Mr. Kaufman:

The Witness: I did not hear anything about the breaking or alleged breaking of Mr. Steinberg's car until he tes-

tified about it here. I made an investigation to find out if anyone connected with the union had anything to do with it and my investigation could not find anyone. I know Mr. Deitel. He sat as an arbitrator attempting to adjust the difficulty between Mr. Steinberg and the union. As they left the meeting it was understood that he would take three men for the first week and one shochet, and that I was to take away one man at the end of the first week. He practically started his business the first of the week and would let us know. The following day there was a message in the market that Steinberg called up. I immediately called up Steinberg and spoke to him on the wire. He said I am practically settled with you.

That is the third time he said that, that he settled with me but I cannot settle for the shochtim union. He said he wanted one shochet but would not pay the price. He never asked me to send the three men to him.

I never saw Roscoe C. Wood until I saw him in court here. I do not know anything about the sale of that car of poultry or anything about the incident in Philadelphia that Mr. Rice asked Mr. Herbert about. I don't know this man Leavit who testified here; never spoke to the gentleman. I know the driver who was driving the truckload of coops to Mr. Steinberg's place. I don't know his name was Gardi. We told him there was a strike in Steinberg's place. He said he didn't know there was a strike. I said it is up to yourself. I was up there at the time, at Steinberg's market, when Mr. Gardi arrived. I just happened to pass there. I [fol. 1190] make the road quite often. There was Kaufman and myself there, that's all. I didn't see any crowd of other union men hanging around Steinberg's market. When I passed Steinberg's market I was going around the corner, to Bloom Brothers Market. I go around there quite often, to the different markets collecting dues. There weren't any union men at Steinberg's market. I stopped at Steinberg's market to see what was going on. I saw empty coops, I wanted to see what was going on, going along in our business capacity, to Bloom Brothers I just happened to pass there. I didn't stop in front of the place, but around the corner and they walked back. I didn't talk to Gardi myself, he was told there was a strike here and are you a union man. There were two or three of us there. I don't remember who the third one was; I didn't speak to the man myself; I don't know the man. I

heard the conversation but I don't remember who told him. The third man was not a union man. I don't remember if there was a third man or not; Kaufman and myself were there.

By the Court:

The Witness: It was not me who spoke to Gardi; I don't remember if it was Kaufman spoke to him or not.

By Mr. Rice:

The Witness: I have not at any time instructed union men not to load poultry for Steinberg. I do not know of any union official or any union member who has ever instructed any other union man not to load poultry for Steinberg. I don't know if he was unable to get poultry or not in West Washington Market. I do not know that Steinberg attempted to get coops from the New Jersey Coop Company or anything about his having ordered poultry from Nebraska. I don't know Roscoe C. Wood.

Mr. Rice: Your Honor, I see no purpose in examining this witness further.

The Court: I don't see that his testimony throws much [fol. 1191] light on the situation. It certainly does not convey a good light to me.

Mr. Kaufman: I don't understand why a man called here to testify should testify like that. I don't understand why if there were two men there, you and Kaufman, and you heard the conversation, I don't understand why you should be afraid to say who had the conversation. The testimony here concerns not any one man but all the members of the union, five or six hundred.

Mr. Rice: May we have the stenographer read the first few sentences of his testimony in which Mr. Shomer testified he told Gardi there was a strike there.

Mr. Kaufman: It is conceded that at first he did so testify; then he testified that Kaufman said it; then he testified he didn't know who told about it.

By Mr. Kaufman:

The Witness: The one who told Mr. Gardi there was a strike there was Mr. Kaufman. I didn't see any other union men around there or not.

By Mr. Rice.

The Witness: It isn't a fact that there were 12 or 15 other union men there. If there was, I would know about it; I don't remember any being there. I know all of the men in Local 167 so that if any were there I would know about it.

[fol. 1192] CHARLES HERBERT, called as a witness, being duly sworn, testified as follows:

By Mr. Kaufman:

The Witness: I did not hear anything about the breaking of Steinberg's car, only what I heard in this courtroom. I know Mr. Deitel and was present at the time when he sat as an arbitrator. I agreed to send Steinberg one shochet. He said he would ring up and let us know when he would like him. He called up Mr. Shomer and said to him that I cannot get along with the shochet. That's what I heard. He never asked for a union shochet. As a result of Mr. Deitel's arbitration he didn't want to pay even $50. We didn't agree on any price. He said he would let me know.

I don't know Roscoe Wood. The first time I ever saw him was when he took this stand right here. One day recently when I went into Steinberg's place I did not say I would fix him. I never said anything. All I did was to look into the place and walk out. That's all I did. I was not in there one minute. It is my practice to make the rounds of all the marketmen. I noticed empty coops on the sidewalk, about forty of them, and I passed there and just stopped in for a second and went out. I wanted to see who was working. That was on a Thursday morning if I can remember.

By Mr. Rice:

The Witness: When I went into Steinberg's market I didn't know whether he was employing any union shochtim. I went in to see. I know what marketmen are employing union shochtim. I didn't know as a fact that Steinberg was not employing any union shochet at that time. He had a scab in there at one time besides this man Javitz. I knew that Javitz wasn't a union shochet. I was sure that Stein-

berg was not employing any union shochets at that time but I went in to see if any of my men were scabbing there. You never can tell. It is bad times now. They will do any- [fol. 1193] thing. I go into every market; I don't pass up anybody. I went into Steinberg's market only once a week. On these occasions I didn't say anything to Steinberg. I was actually afraid that some of the union shochtim would scab for Steinberg. I wanted to see who was working there. I also went there for the purpose of seeing whether my men were scabbing. He had poultry there. When I looked and saw his poultry I never said anything to him. It was nothing to me how much poultry he had. He had it. I didn't care how much poultry he had. I did not stop him from getting poultry. I do not know any union men who did stop him.

[fol. 1194] DAVID M. SOLINGER, recalled.

By Mr. Kaufman:

The Witness: When we went to Steinberg's place there was some poultry on the lefthand side. I couldn't tell offhand how many they were stacked up. I believe there was some on trucks, too.

The Court: As far as that is concerned, your men can refuse to load but if they are going to use that to limit a sale in commerce, I think that is going too far.

Mr. Rice: Suppose that Steinberg attempts to purchase poultry from a commission man, and that commission man sells him, and thereupon there is a strike in his place. Would your Honor be willing to serve notice on the union——

The Court: I shall not state what I might find as far as that is concerned until I hear the circumstances; but I want to say to you men that all such circumstances will be taken into account if there is any further interference. No union man has to work there if he does not want to, and no union man has to load the poultry, but as long as there are merchants who are willing to sell and who are selling to all customers and who are willing to serve him, I am not going to have him intimidated so that he is fearful of

selling poultry, because that is a matter outside of the issue.

Mr. Rice: If your Honor please, I do not see that there is anything further for us to do.

The Court: Only in the event that he wants to make peace with the union and employ union men. If he wants to do that, that is a matter for he and the union to thresh out as to terms, but I want to say to the union again, that the union must not interfere with him. I will say this, that if there is any further interference with him that is attributable to the union, I want you to let me know.

At the close of the hearings the Court did not make any findings or enter any orders or take any action against any of the defendants.

[fol. 1195] EXHIBIT "B"

Poultry Schochtim Union of Greater New York, Local 440, Affiliated with the American Federation of Labor

Business Office: 229 East Broadway

Tel.: Orchard 9602

This agreement made and entered into by and between the firm of Hecht B., 7 Johnson Ave., Bklyn., party of the first part and Poultry Schochtim Union of Greater New York, Local 440, A. F. of L., party of the second part, shall govern all wages, hours and conditions herein set forth and the same to go into effect the first day of January, 1931, and terminate the 31st day of December, 1932.

Section 1. All wholesale Schochtim to receive $65.00 per week, salary to be paid weekly with no half days pay. Schochtim employed in strictly retail markets shall be paid $45.00 per week and up. All helpers, Schochtim, who work Thursday and Friday to receive $30.00 and if the helper will also work Saturday night, he is to be paid $35.00. Steady employees if laid off during the week shall receive no less than a full week's pay.

Section 2. The employer shall pay, in addition to the above rate of wages twenty-five (25%) per cent for Schochtim and helpers who are employed in Wholesale and Retail Markets for each of the following weeks: For the first days of Passover, and the second days of Passover, the week of Shevous, the week of Rosh Hashono, Yom Kippur, first days of Succoth, and the second days of Succoth, and the week of Thanksgiving.

Section 3. Hours of employment for wholesale Markets shall be as follows: On Monday, Tuesday, and Wednesday from 7 A. M. to 12 noon; and from December 1st to February 15th, Wednesday to 2 P. M., Thursday from 5 A. M. to 5 P. M.; Friday from 6 A. M. to 12 noon; Saturday night no more than three hours starting one-half hour after sunset from March to September and one hour after sunset from October to February.

Section 4. Hours of employment for Strictly Retail Markets shall be as follows: On Monday, Tuesday, Wednesday, from 8 A. M. to 2 P. M.; Thursday, from 7 A. M. to 7 P. M.; Friday from 7 A. M. to 12 noon; Saturday night no more than three hours starting one-half hour after sunset from March to September and one hour after sunset from October to February. (Under no circumstances shall a Schochet who starts at 7 A. M. work later than 12 noon.)

Section 5. The hours of Schito of the day preceding Erev Yom Tov for wholesalers only shall be from 5 A. M. to 6 P. M.; and of the day of Erev Yom Tov, from 5 A. M. to 12 noon. The hours of Schito of the day preceding Erev Yom Tov for strictly retailers shall be from 6 A. M. to 7 P. M. and of the day of Erev Yom Tov from 6 A. M. to 12 noon.

Section 6. No employee shall report for work before the regular starting hours as stated above.

Section 7. It is understood and agreed that the starting hours may be changed in accordance with the agreement of Local 167, I. B. of T.

[fol. 1196] Section 8. Under no circumstances shall a Schochet be employed for more than six days a week. In Boroughs where Schochtim are employed Sunday, there

should be no killing Saturday night and in Boroughs where the killing is done Saturday night there should be no killing on Sunday.

Section 9. No employer is permitted to send or transfer any Schochet from one market to another.

Section 10. The number of Schochtim to be employed is to be determined as follows: For the first fifty (50) coops or less, one (1) Schochet, from fifty (50) till eighty (80) coops a Schochet and a helper for Thursday, Friday and Saturday night; from eighty (80) till one hundred (100) coops, two (2) Schochtim for the whole week; from one hundred (100) till one hundred fifty (150) till two hundred fifty (250) coops three (3) Schochtim and a helper; from two hundred fifty (250) till three hundred (300) coops, four (4) Schochtim for the whole week.

Section 11. It is understood and agreed that a helper shall be employed a full day and under no circumstances to work part time.

Section 12. It is further understood and agreed that only members of the Poultry Schochtim Union of Greater New York, Local 440, with paid-up cards shall be employed, and such employment shall be obtained only through the office of Local 440 or its authorized agents.

Section 13. It shall not be a violation of this agreement if any member of the Local 440 A. F. of L. refuse to work with a man or men not complying with this agreement or who are not members of Local 440.

Section 14. Nor shall it be a violation of this agreement if members of Local 440, A. F. of L. refuse to work with non-union chauffeurs, stablemen and helpers, said chauffeurs, stablemen and helpers must be union men and only those who are affiliated with A. F. of L.

Section 15. Every Schochet must get rest of at least three hours on Thursday.

Section 16. A Schochet being a market man shall not kill any poultry but shall employ Schochtim of Local 440.

Section 17. The employer hereby agrees not to kill or have killed any treife poultry for Jewish butchers.

Section 18. The employer hereby agrees that no Schochet shall be permitted to kill treife poultry of any kind for Jewish butchers and chicken dealers.

Section 19. The employer is not to demand and no Schochet or helper is to perform any additional services besides that of poultry killing.

Section 20. Any secret agreements between employer and the Schochtim in violation or tending to violate the rules and regulations of the Union, and any agreements as to security or to pay rent by the Schochet, or any other promises shall be null and void and no binding effect.

[fol. 1197] Section 21. No employer is to have or permit his Schochet or helper to kill poultry for an employer whose Schochtim are on strike.

Section 22. Should any differences arise between employer and employee, the same shall be submitted to the representatives of both parties for re-adjustment, and it is hereby agreed that no strike or lockout shall be declared, pending such adjustment.

Section 23. The Union shall have full power to send its duly authorized representatives to the place of business of the employer at any time to investigate and determine whether the terms of this contract are being complied with.

Section 24. Be it further agreed that this agreement shall be binding upon the parties who signed the same and upon all the members of an Association or organization signing the same upon any organization or Association succeeding to any organization or Association signing the same with the same force and effect as if they and each of them were parties to this agreement.

In witness whereof the parties hereto have hereunto set their hands and seals this — day of Jan. 5, 1930.

For the firm of —— ——: (Signed) Barney Hecht, 7 Johnson Av. For Local 440, A. F. of L.: (Signed) Chas. Herbert, Bus. Agt.

DEF'TS' EX. H

Shairduck Live Poultry Market, Inc.

Comparison of Sales Prices of Poultry Charged to J. Miller and Cost of Purchases by Shairduck Live Poultry Market, Inc., July 31, 1931, to November 27, 1931

Week end. & inv. num.	Type of Poultry: Fowl Sales	Fowl Cost	Broilers Sales	Broilers Cost	Ducks Sales	Ducks Cost	Leghorns Sales	Leghorns Cost	Rebates
7/31 #1340	28–30	24–25	33–34	26	.....	.....	25	21	1c per lb.
8/7 1413	29–30	24	33–35	26–27	25–26	19	.....	.....	" " "
8/14 1472	28–29	22–24	33	26–27	24–26	19	.....	.....	" " "
8/21 1498	27	21–24	31–33	26–27	23	16–21	24	18	" " "
8/28 1559	29	24	29–31	23	27	20	23	18	" " "
9/4 1637	29–30	25	29–30	22–23	22	18	23–25	18	" " "
9/11 1663	33	25	33	23–25	28	20	26	18	2c " "
9/18 1700	32	24–25	32	22–23	24	22	24	18	" " "
9/26 1762	35	26–27	35	24–25	28	22	.....	.....	3c " "
10/2 1814	32	23–24	30	23–24	25	18	25	18–19	" " "
10/9 1885	28	20–21	24	17–20	30	23	23	15	" " "
10/16 1927	30–32	21–23	30	20	25	19	24	19	" " "
10/23 1976	32–34	24–26	30–32	22–23	30	23	20	15	" " "
10/30 2025	32–33	24–25	30–31	19–22	28	21	23–26	18–19	None
11/6 2071	30–32	21–22	29–30	18–22	28	19	20	14	3c per lb.
11/13 2134	27–30	20–23	29	22–23	.....	.....	.....	.....	1c " "
11/20 2182	26–27	20	23–24	18	20	14	20–21	16	" " "
11/27 2230	28	24	23–25	18–20	20	17	22–23	18	Bill Unpaid
Averages (In Cents)*	30.00	23.36	30.00	22.68	25.50	19.50	23.10	20.14	1.76

*Includes Chicks.

[fol. 1199] DEF'TS' EX. I

David Marshall, Certified Public Accountant, 220 Fifth Avenue, New York

Caledonia 5-7990

December 5th, 1931.

Shairduck Live Poultry Market, Inc., 506 East 156th Street, New York City.

Attention of Mr. Shair

GENTLEMEN: In accordance with your instructions, I have made an examination of your books and records of account to determine the sales prices of poultry sold to your customer J. Miller of 638 Kelly Street, New York City, for the period of 18 weeks beginning July 31, 1931 to November 27, 1931. The purpose of this examination is to compare these prices with the cost of poultry so as to determine the average gross profit per pound derived from sales to this customer.

The source of the sales price information was the sales invoices rendered weekly to J. Miller. Cost prices were taken from purchase bills received from Commission houses located in West Washington Market. The largest percentage of cost prices used were taken from charges made to your corporation by J. N. Norris from whom the greatest amount of poultry was bought.

In considering the average sales price for various types of poultry charged, the rebates averaging one and three quarters cent- per pound taken by J. Miller at the time of making payment must be deducted.

Exhibit "A" which shows the comparison of sales and cost prices may be summarized as follows:

Type	Average sales price, rebates deducted	Average cost price	Average gross profit
Fowl.....	28.34 cents	23.36 cents	4.98 cents
Broilers....	28.34 "	22.68 "	5.66 "
Ducks.....	23.74 "	19.50 "	4.24 "
Leg. Fowl..	21.34 "	20.14 "	1.20 "

Respectfully submitted.

David Marshall, Certified Public Accountant.

[fol. 1200] DEFENDANTS' EXHIBIT J

The Producers' Price-current, New York, Saturday, September 19, 1931

Vol. 74. No. 254

Live Poultry Unloadings

	Freight	Express	Total
This week	277	*29	306 cars
Last week	227	37	264 cars
Same week last yr	316	62	378 cars
Since Jan. 1	6996	1428	8424 cars
Same time last year	7187	1484	8671 cars

*Estimated.

Freight—Fowl market has improved steadily since the opening of the week and it closes quite firm. Continued hot weather on Monday and Tuesday served to kill off any interest, and this was augmented by the fact that slaughterhouse men still were pretty groggy from death losses over the week-end. The one hopeful sign was the very light reported receipts, listings totalling only 233 cars; receivers discounted the accuracy of that total but even an increase of twenty cars was regarded as constituting an inadequate supply, especially under more favorable weather conditions. The surprise has come, however, in the strength displayed under the greatly increased receipts and the cooler weather has undoubtedly had more of an influence than expected. One of the natural results of these conditions has been the fewer cars selling at or below the basic price of 22¢, and the larger number of cars selling at the highest premiums. On Monday and Tuesday we doubt if any cars exceeded the premiums quoted but from Wednesday on an increasing quantity of colored fowls was placed at an additional cent over any price or premium quoted. A good many Leghorn fowls have been in this week's cars and they dragged at the opening but market has been in much better shape since Tuesday.

Cars have run considerably heavier to chickens this week, as usual prior to Yom Kippur, and market early was exceedingly sluggish, stock being forced out at all sorts of prices in the effort to clear. A little improvement occurred in finest qualities on Wednesday with average grades still weak and market definitely turned in sellers' favor on Thurs-

day, closing quite firm on Friday; Leghorn chickens steadily advancing. A good many Rock chickens have come separated in the cars and they are showing varying quality. It is well for shippers to understand that under average trading conditions, it is almost impossible to sell above the basic price when all Rocks are taken out, and that an additional cent above any premium given is obtained almost every day for pet marks of chickens with a considerable mixture of Rocks, fact a 2¢ additional premium is obtained in rare instances. Old roosters sell well. Turkeys and ducks favor sellers and geese clear promptly.

[fol. 1201] Today 32 cars were in, all of which are being unloaded; contents were 968 coops colored fowls, 175 coops Leghorn fowls, 1,414 coops colored chickens, 140 coops Leghorn chickens, 33 coops cocks, 40 coops ducks, 2 coops geese, 2 coops turkeys 2 coops rabbits, 4 coops pigeons. Fowls and chickens entirely in sellers' favor and higher with the great bulk of the stock selling today above the average markets. In addition to the premiums given below a further cent is being charged for Indiana grade fowls and 1@2¢ further is being charged for pet marks of colored chickens with a heavy mixture of Rocks. Ducks easier.

Express and Truck—Receivers made every endeavor to keep our receipts of fowls very light on Monday and Tuesday but since then arrivals have increased rapidly, demand for fancy stock was keen and receivers refused to sell such except at a 2¢ advance over any premium quoted, a good many colored fowls being placed on that basis; market decidedly firm on Friday and still higher prices were anticipated for selected stock. Rock chickens sold only fairly as a rule, and Reds were quite slow and weak though both varieties closed stronger on Friday; very few Leghorn chickens have come in and they are bringing relatively extreme values, some peddling sales on Friday reaching 25¢. Long Island spring ducks in light supply this week. Turkeys eased off from the former extreme values. Pigeons and squabs in liberal supply and slow sale. Rabbits generally dull.

Colored fowls were firm again today and fancy were selling almost entirely on the basis of 1@2¢ above any price or premium quoted. Fancy Leghorn fowls also firm and fine qualities of all kinds of chickens are wanted.

About 2,600 L. I. spring ducks came in today on order. Guineas easier.

Because of the particular methods of trading existing in the live poultry market, it is specifically stated that our quotations are based largely on willingness and ability to buy and to sell; at times reported sales are ignored when at variance with this condition, and the quotations are given without prejudice to any sales which may be consummated before or after the quotations are established each day.

Freight

Fowls, colored, heavy, lb		@	*
Fowls, colored, average heavy		@	23
Fowls, colored, light to medium	21	@	22
Fowls, Leghorn		@	19
Chickens, colored, fancy		@	**
Chickens, colored, average		@	22
Chickens, colored, light to medium	19	@	21
Chickens, Leghorn		@	20
Chickens, Rocks	25	@	28
Old roosters		@	14
Turkeys, hens		@	30
Turkeys, toms		@	22
Ducks, western		@	16
Ducks, southern		@	14
[fol. 1202] Geese		@	13
Pigeons, pair		@	20
Guineas, pair	60	@	80
Rabbits, lb.		@	10

*Sold at 1@2¢ premium and fancy heavy, at an additional premium equivalent to 26¢.

**Sold at 1@2¢ premium, equivalent to 24¢.

Express and Truck

Fowls, colored, lb	18	@	27
Fowls, Leghorn	16	@	21
Chickens, Rocks, fancy		@	28
Chickens, Rocks, average		@	25
Chickens, Rocks, poor		@	22
Chickens, Reds	22	@	25
Chickens, Leghorns		@	23
Pullets, Rocks	28	@	31

Old roosters		@	15
Turkeys, hens		@	35
Turkeys, toms		@	25
Ducks, Long Island, spring		@	24
Ducks, Long Island, breeders		@	
Ducks, other nearby	16	@	18
Ducks, Muscovey		@	13
Geese, nearby		@	15
Geese, swan		@	10
Pigeons, pair	20	@	
Squabs, pair	20	@	
Squabs, jumbo, pair	50	@	1.00
Guineas, pair	70	@	1.00
Rabbits, lb.	10	@	20

(Here follow Exhibits "N" and "O", sales tickets, side folios 1203 and 1204 & 5)

EXHIBIT "N" 9064 12

Tel. Ambassador 4591 J. HARRISON, Mgr.

MAJESTIC
LIVE POULTRY MARKET

1456-1460-39th STREET

Brooklyn, N. Y., Nov 26 1931

Sold to Cash Sales

Received from MAJESTIC LIVE POULTRY MARKET, Live Poultry in the quantity specified below, to be sold immediately on account of MAJESTIC LIVE POULTRY MARKET, as consignors, and the cash delivered immediately at the net price set down against each item or the goods returned at once.

ITEMS	WEIGHT	PRICE	AMOUNT
FOWLS			
CHICKENS	232	30	69 60
BROILERS			
GEESE			
DUCKS	96	25	1 50
CAPONS			
TURKEYS			71 10
ROOSTERS			
=		Paid by check	
S			

No claims allowed for short weight unless ticket is signed by driver.

THE POTTER PRESS BOSTON 12306

No 472- 6

Tel. Ambassador 4501 J. HARRISON, Mgr.

MAJESTIC
LIVE POULTRY MARKET

1456-1460-39th STREET

Brooklyn, N. Y. 11/30 193 1

Sold to 4704-16

Coach & Sales

Received from MAJESTIC LIVE POULTRY MARKET, Live Poultry in the quantity specified below, to be sold immediately on account of MAJESTIC LIVE POULTRY MARKET, as consignors, and the cash delivered immediately at the net price set down against each item or the goods returned at once.

ITEMS	WEIGHT	PRICE	AMOUNT
FOWLS	63 2	28	17 88
CHICKENS			
BROILERS			
GEESE			
DUCKS			
CAPONS			
TURKEY			
ROO			

Dead on arrival

EX O

No claims allowed for short weight unless ticket is signed by driver.

No 472-43

THE POTTER PRESS BOSTON 12385

[fol. 1206] DEFENDANTS' EXHIBIT Q

Bronx Poultry Dealers Mutual Protective Association

Application for Membership

Name: Classon Point Live Pltry Mkt. Inc.
Address: 1908 Patterson Ave.
Voting Member: Isreal Goldberg.
Initiation fee of $50.00, must accompany this application.

The applicant hereby agrees to become a member of the Association for one (1) year from this date, and to pay the dues prescribed and obey the by-laws of the Association.

The Association shall furnish to all members in good standing, without extra charge, with credit information, service, collection service, auditing service, and such other service as may be decided upon by the Association from time to time, which may be for the best interests of the members of the Association.

Dated October —, 1931.

(Signed) Isaac Goldberg.

[fol. 1207] DEFENDANTS' EXHIBIT R

For Credit Information

To Harlem and Bronx Live Poultry Board of Trade, Inc.:

1. Customer's Name: —— ——.
2. Address: ——. Tel. No.: ——.
3. State whether Individual, Partnership or Corporation. ——. Give full names of Officers or Partners. —— ——.
4. How long are you engaged in Butcher or Poultry Business? ——.
5. How long are you at present location? ——.
6. State previous locations, if any. ——.
7. State names of Slaughter Houses you are now dealing with. ——.
8. Are any of your fixtures or equipment Mortgaged? ——. If so, state name of Mortgagee and amount owing. —— ——. $——.
9. State name and location of Bank. ——

10. Have you ever failed in business? ——. State particulars. ——.

11. What is your average weekly business in poultry? $——; other products? $——.

The foregoing information has been carefully read by the undersigned and is hereby represented to be true in every particular, and it is understood that such information may be issued to members of the Harlem and Bronx Live Poultry Board of Trade, Inc. and that such members may rely upon the truth of the above statement in extending credit to the undersigned.

Name: —— ——, by —— ——, (State Official Title:) ——.

1208

Name of Market Morris Fleisher Inc (NOTE—For reorganizations use other side) Week No. 38

Combined Statement and Trial Balance—For Week Ending SEP 18 1931 193

U. S. Dist. Court,
S. D. of N. Y.
Ex. J
DEC 10 1931
6.52-60

BILL No.	NAME	POULTS Lbs.	POULTS Amount	CHICKENS Lbs.	CHICKENS Amount	SUCKS Lbs.	SUCKS Amount	ROOSTERS Lbs.	ROOSTERS Amount	GEESE Lbs.	GEESE Amount	TURKEYS SUNDRIES Lbs.	TURKEYS SUNDRIES Amount	TOTAL Lbs.	TOTAL Amount	TRIAL BALANCE Dr.	TRIAL BALANCE Cr.	ACCOUNT

WEEK NO. 39

PROFIT & LOSS SUMMARY—For week ending Sept 18 1934

SALES	$ 8005.04	
Less: Allowances	53.14	7951.90
COST OF GOODS SOLD	$ 7182.86	
Less: Allowances	63.54	7119.32
GROSS EARNINGS FROM SALES	$	834.58
EXPENSES		917.12
PROFITS for the week	$	82.54
LOSS PROFITS		764.03
TOTAL PROFITS to date	$	7246.57

(Note: LOSSES are shown in RED)

ANALYSIS OF EXPENSES—

Salaries (Others (or Partners))	$	200.-
Salaries Office		80.-
Salaries Salesmen and Weighmasters		
Salaries Labor		375.-
Salaries Selection		165.-
Total Salaries and Wages	$	
Weighmasters' and Other Employees' Expenses		
Buying and Other Car Expenses		16.20
Feed		88.76
Crates, Cartage, Freezage and Expressage		
Automobile and Stable Expense		20.-
Bags, Paper and Twine		
Market Supplies (Towels, Sawdust, Grease, etc.)		17.76
Advertising and Subscriptions		
Entertainment and Promotion		
Telegrams and Telephone		
Traveling Expenses		
Inspection and Dues		
Rent		
Insurance		
Light, Heat and Water		
Taxes		
Legal and Collection Expense		
Auditing		15.-
Stationery, Printing and Postage		2.85
Ordinary Repairs		
Dirt Removal		7.-
Bank Charges		
Commissions		
Interest and Discount		
Depreciation (Reserve for)		
Taxes (except Income Taxes and Water Bills)		
Mortgage Interest		
Real Estate Taxes		
Charity and Donations		2.-
Debts Written Off		
Miscellaneous (use as little as possible)		
TOTAL EXPENSES	$	917.12

Keep this a Private Account

(NOTE: Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED)

BALANCES

(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT
		$

1210

Combined Statement and Trial Balance—For Week Ending SEP 25 1931 193

Name of Market Morris Gerber Inc

Week No. 38

(NOTE For recapitulation see other side)

BILL No.	NAME	FOWLS Lbs.	FOWLS Amount	CHICKENS Lbs.	CHICKENS Amount	DUCKS Lbs.	DUCKS Amount	BOOSTERS Lbs.	BOOSTERS Amount	GEESE Lbs.	GEESE Amount	TURKEYS SUNDRIES Lbs.	TURKEYS SUNDRIES Amount	TOTAL Lbs.	TOTAL Amount	TRIAL BALANCE Dr.	TRIAL BALANCE Cr.	ACCOUNT
	U. S. Dist. Court, S. D. of N. Y. - Ex. X DEC 10 33 652-30	10105	2833 09	10768	3411 74	711	67 83							21584	6313 06			Cash
		1987	309 80	3650	1148 08	65	19 35							7700	1977 03			Hyatt Bros
		316	53 46	7159	1557 54	103	24 43							15778	6334 41			Kinsley Inc
		511	153 31	1301	376 76									1812	530 07			Fred Stern
		6795	2027 14	4496	1436 16	1846	513 38							13287	3976 68			Morris Gerber Inc
		2096	614 13	2866	844 26	261	80 60							5223	1666 07			Cash
		3459	978 71	2446	783 98	140	41 11							6739	1973 30			
		703	204 88	1993	607 46	89	28 31							1885	540 65			
		201	57 57	100	40 —									5432	1709 67			
		7158	2256 59	28679	8607 04	3913	1068 61							47944	14201 24			Total Sales
		315	89 85											315	89 85			A Wasserman Inc
		965	80 30											965	80 30			A Daingerfield
		461	87 59											461	87 59			Independent P C Co Inc
		1016	264 16											1016	264 16			Chelsea Cove P C Co Inc
		2301	506 22											2301	506 22			Samuel Lieberman
		478	90 82											478	90 82			I Zlotnick & Co Inc
		202	41 40											202	41 40			I Zlotnick & Co Inc
		1450	290 —	930	223 20									2380	513 20			H J Hunt & Son Co
		788	204 88															
		162	32 40											950	237 28			Sol Frankel Inc
		1777	473 96	3841	921 84													
		839	218 23	2976	714 48									6361	1749 68			I J Schaul & Sons Inc
		309	61 80	989	247 25													
		630	170 10															
		808	161 60	954	228 96									3333	961 71			Chelsea Cove P C Co Inc
		940	184 60	975	201 50													
		1254	379 17	1581	379 44									2960	654 66			Independent P C Co Inc
		1563	400 80	1659	414 75													
		1199	299 80	803	193 72													
		1938	534 76	1993	538 04	148	39 48							6077	1496 43			I J Schaul & Sons Inc
		1911	477 99	5181	1343 44	60	9 60											
		1418	283 86	501	90 20	177	27 87											
		1869	450 63	1091	247 75													
		907	188 30	864	214 50													
		701	205 —	30														
		1359	366 93															
		183	34 77															
		1149	334 45															
		1959	489 75	716	179 84	218	39 24							17160	4944 65			Chas Pollock Co
		2570	744 00	3335	833 80	891	160 38											
		2149	536 17	10320	2696 90	99	17 82											
		1168	333 80	3443	861 34													
		1367	369 09	855	213 80													
		1199	479 80	837	209 36													
		1140	350 40															
		1167	339 70															
		978	1019 06	179	13 80									15923	3927 70			Chas Pollock Co
		1123	314 37	911	98 69									16835	4426 07			
		390	156 —	1448	399 44													
		1176	411 60															
		1273	273 80															
		27555	6450 69	37177	7935 61	4251	765 09							38832	15931 —			Stock 9/26/31
		888	310 80	2816	555 84	1148	229 60							44448	15446 93			
		857	199 87															
		586	58 60															
		1863	411 86															
		290	58 —															
		29555	6114 30	29829	7377 77	4131	837 58							58915	14331 65			Stock 9/26/31 — Cost of Goods Sold
		+ 197		— 950		— 118								— 971				

WEEK NO. 39

PROFIT & LOSS SUMMARY—For week ending Sept 25 to 31

SALES	17493.26	
Less:—Allowances	321.34	17171.12
COST OF GOODS SOLD	14391.45	
Less:—Allowances	192.29	14183.86
GROSS EARNINGS FROM SALES		2987.26 (14.4 per ct.)
EXPENSES		1749.01
NET PROFITS for the week		1238.25
PREVIOUS PROFITS		2356.67
TOTAL PROFITS to date		3594.92

(Note:—LOSSES are shown in RED)

ANALYSIS OF EXPENSES—

Salaries—Others (or Partners)	400.—	Keep these Payroll Analysis
Salaries—Office	20.—	
Salaries—Salesmen and Weighmasters		
Salaries—Labor	561.25	
Salaries—Scholastic	180.—	
Total Salaries and Wages		
Weighmasters' and Other Employees' Expenses		
Buying and Other Car Expenses	21.—	
Fuel	113.58	
Cream, Cartage, Freezage and Expressage		
Automobile and Stable Expense		
Bags, Paper and Twine		
Market Supplies (Towels, Sweaters, Coveralls, etc.)	14.71	
Advertising and Subscriptions		
Entertainment and Promotion		
Telegrams and Telephone		
Traveling Expenses		
Inspection and Dues		
Rent		
Insurance	50.—	
Light, Heat and Water	34.90	
Tips		
Legal and Collection Expense		
Auditing		
Stationery, Printing and Postage	4.30	
Ordinary Repairs		
Dirt Removal	7.—	
Bank Charges		
Commissions		
Interest and Discount		
Depreciation (Reserve for—)		
Taxes (except Income Taxes and Water Bills)		
Mortgage Interest		
Real Estate Taxes		
Charity and Donations	4.—	
Bad Debts Written Off		
Miscellaneous (use as little as possible)		
TOTAL EXPENSES	1749.01	

(NOTE: — Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED).

BALANCES
(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT

Combined Statement and Trial Balance—For Week Ending OCT 2 1931 193

Name of Market Morris Gentz Sons Week No. 39

NOTE For recapitulation see other side

	BILL No.	NAME	FOWL		CHICKENS		DUCKS		ROOSTERS		GEESE		TURKEYS SUNDRIES		TOTAL		TRIAL BALANCE		ACCOUNT
			Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Dr	Cr	
1		U. S. Dist. Court,	1901	315 17	2203	551 71									3944	766 83			
2		S. D. of N. Y.	1567	388 35	1867	470 78	4	7 20							3933	855 85			
3		Ex. 26	4735	1466 89	3540	1071 89	1413	390 87							10508	2879 35			
4			3544	896 55	3966	913 50	917	193 46							8804	1993 31			
5		DEC 10 1931	3494	875 99	3973	811 17	6	1 98							6941	1688 64			
6		252-30	879	183 41	1111	218 37	8	3 09							1998	404 96			
7			58	7 18	100	35 00									158	42 60			
8		9 fr 9 to	16043	5978 41	16500	4022 37	9343	629 26							34886	8630 04	Total Sales		
9																			
10					1677	368 94									1677	368 94		Independent Pc Co Inc	
11					1854	370 80													
12					1255	323 45									3607	703 85		Y J Stevens Sons Inc	
13			185	49 95															
14			360	72 00	197	97 48									742	169 43		Chas Collins Co	
15			780	179 40	1461	277 59													
16			349	71 87															
17			401	74 18															
18			596	101 32											3633	704 31		Jos J Hanck & Son Co	
19			3053	671 66	3857	674 98	111	19 98											
20			533	73 46															
21			798	141 84											8142	1581 74		Acme Comm Co Inc	
22							1417	311 74							1717	311 74		Samuel Baldwin	
23			650	117 —															
24			967	173 06															
25			3059	705 39	3535	514 58													
26			864	155 52	374	54 43													
27			495	89 10											10239	1804 98		Independent Pc Co Inc	
28			1999	361 75	1991	344 75	217	34 72											
29			163	29 34	895	143 75	655	131 00											
30			729	249 75	1963	180 71													
31			197	35 46															
32			991	208 11															
33			288	57 60			145	27 50							7900	1772 84		Chas Collins Co	
34			557	114 85															
35			586	88 60															
36			783	211 86															
37			290	58 80	3816	777 90	451	54 94							5225	1114 84		Stock 9/25/31	
38			166	29 88	905	76 95													
39			717	149 54	2934	389 17													
40			700	70 —															
41			1338	239 98															
42			234	42 17											6382	1086 57		Stock 10/2/31	
43			16239	3464 49	17936	3456 43	4545	544 94							36299	7445 86		Cost of Goods Sold	
44			— 295		— 936		— 184								— 1413				
45																			
46																			
47																			
48																			
49																			
50																			
51																			
52																			
53																			
54																			
55																			
56																			
57																			
58																			
59																			
60																			

WEEK NO. 39

PROFIT & LOSS SUMMARY—For week ending OCT 2 1931 19

SALES	9413.14	8630.04	8561.15
Less:—Allowances		68.14	
COST OF GOODS SOLD		7445.86	7381.79
Less:—Allowances		114.02	
GROSS EARNINGS FROM SALES		1252.26	1239.36 3% (per R.)
EXPENSES	Except	317.10	1049.31
PROFITS for the week		1078.16	190.05
LOSS PROFITS	Except	1049.31	615.32
PROFITS to date	NET	1049.77	1438.37
Week (Note:—LOSSES are shown in RED)		428.93	

ANALYSIS OF EXPENSES—

Salaries—Officers (or Partners)	700.—	Keep also a Payroll Analysis.
Salaries—Office	70.—	
Salaries—Salesmen and Weighmasters		
Salaries—Labor	346.75	
Salaries—Schoolboy	185.—	
Total Salaries and Wages	$	
Weighmasters' and Other Employees' Expenses		
Buying and Other Car Expenses	22.60	
Feed	69.29	
Coops, Garage, Forrage and Expressage		
Automobile and Stable Expense	5.55	
Bags, Paper and Twine	16.93	
Market Supplies (Troughs, Sawdust, Covers, etc.)	10.69	
Advertising and Subscriptions		
Entertainment and Promotion		
Telegrams and Telephone		
Traveling Expenses		
Inspection and Dues	5.—	
Rent	100.—	
Insurance		
Light, Heat and Water		
Tips		
Legal and Collection Expense		
Auditing	15.—	
Stationery, Printing and Postage	2.—	
Ordinary Repairs		
Dirt Removal		
Book Charges		
Commissions		
Interest and Discount		
Depreciation (Reserve for)		
Taxes (except Income Taxes and Water Bills)		
Mortgage Interest		
Real Estate Taxes		
Charity and Donations		
Debts Written Off		
Miscellaneous (use as little as possible)		
TOTAL EXPENSES	1049.31	

(NOTE: Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED)

BALANCES
(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT
		$

1214

Combined Statement and Trial Balance—For Week Ending OCT 9 1931 193

Name of Market MORRIS GERBER INC. Week No. 40

(NOTE For correspondence see other side)

BILL No.	NAME	FOWLS		CHICKENS		DUCKS		ROOSTERS SQUABS		GEESE		TURKEYS SUNDRIES		TOTAL		TRIAL BALANCE Dr.	TRIAL BALANCE Cr.	ACCOUNT
		Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount			
1		1611	29555	2493	49874									4104	78032			
2		935	19696	2482	39992									3417	[illegible]18			
3		4553	104392	3614	73279	195	5047							8168	132718			
4		3634	86819	3109	70886	51	1487							6796	159151			
5		3885	77851	1981	47906	35	970	[illegible]	1563					5918	128290			
6		1327	31286	1600	31281	18	991							2790	63598			
7		68	[illegible]	50	[illegible]									118	3076			
8		15863	340639	15136	343231	299	7955	13	1563					31311	664488	[illegible] Fish Co.		
9																		
10								13	938					13	938	Kirkeby & Co. Inc.		
11				67	8151									667	8151	Gaines & Co. Inc.		
12		596	10758											596	10758	[illegible] & Co. Inc.		
13		1371	29698	1658	18938													
14		1604	20875	1031	13941									5164	75109	Jewett, Kenney Co. Inc.		
15		573	8795	775	12345													
16				997	16014									2240	36934	G. J. Hawk & Son Co.		
17		1864	37480	76	1794													
18		587	8855															
19		3753	71397											6290	118684	Chelsea Fish P. Co. Inc.		
20		736	13987	361	9334													
21		581	8935	2154	23694									3911	50475	Independent Fish Co. Inc.		
22		644	17580	1769	19184													
23		918	13770	1836	40394	261	5744											
24		305	3025	1074	19496	69	1184											
25		1531	34151	2211	53064													
26				1088	19584													
27				469	8482									12048	228684	Chas. Cullen & Co. —		
28		166	2988	405	7695													
29		719	14965	2032	38912													
30		200	3800															
31		1138	25898															
32		734	13794											6287	109857	Stock 10/8/31 —		
33		642	13546	1707	30968													
34		1043	18414	585	11700													
35		538	6280	471	7670									5069	100527	Stock 10/9/31 —		
36		14997	290391	16058	294665	330	6846	13	938					33998	532783	Cost of Goods Sold		
37						31												
38		238		911										1167				
39																		
40																		
41																		
42																		
43																		
44																		
45																		
46																		
47																		
48																		
49																		
50																		
51																		
52																		
53																		
54																		
55																		
56																		
57																		
58																		
59																		
60																		

916
1215

WEEK NO. 40

PROFIT & LOSS SUMMARY—For week ending Oct. 9— 1931

SALES	6644.85	
Less:—Allowances	161.77	6483.08
COST OF GOODS SOLD	5377.33	
Less:—Allowances	421.04	5956.29
GROSS EARNINGS FROM SALES		526.79
EXPENSES		1012.90 (3.1 per b.)
T PROFITS for the week		113.89
VIOUS PROFITS		929.23
TOTAL PROFITS to date		1043.12

(Note: LOSSES are shown in RED)

ANALYSIS OF EXPENSES—

Salaries—Officers (or Partners)	700
Salaries—Office	60
Salaries—Salesmen and Weighmasters	30
Salaries—Labor	295.75
Salaries—Schochtim	135
Total Salaries and Wages	
Weighmasters' and Other Employees' Expenses	
Buying and Other Car Expenses	40
Feed	29.25
Coops, Cartage, Forwage and Expressage	
Automobile and Stable Expense	9.08
Rags, Paper and Twine	
Market Supplies (Troughs, Sawdust, Gowns, etc.)	16.82
Advertising and Subscriptions	
Entertainment and Promotion	
Telegrams and Telephone	
Traveling Expenses	
Inspection and Dues	1.—
Rent	
Insurance	60.—
Light, Heat and Water	
Tips	
Legal and Collection Expense	
Auditing	
Stationery, Printing and Postage	
Ordinary Repairs	
Dirt Removal	14.—
Bank Charges	
Commissions	
Interest and Discount	
Depreciation (Reserve for)	
Taxes (except Income Taxes and Water Bills)	
Mortgage Interest	
Real Estate Taxes	
Charity and Donations	
Bad Debts Written Off	
Miscellaneous (use as little as possible)	
TOTAL EXPENSES	1012.90

Keep also a Payroll Analysis

(NOTE: — Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED)

BALANCES
(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT
		$

Combined Statement and Trial Balance—For Week Ending OCT 16 1931 193 Name of Market MORRIS GERBER INC Week No. 41

(NOTE—For recapitulations see other side)

BILL No.	NAME	FOWLS Lbs.	FOWLS Amount	CHICKENS Lbs.	CHICKENS Amount	DUCKS Lbs.	DUCKS Amount	ROOSTERS Lbs.	ROOSTERS Amount	GEESE Lbs.	GEESE Amount	TURKEYS SUNDRIES Lbs.	TURKEYS SUNDRIES ¢	TURKEYS SUNDRIES Amount	TOTAL Lbs.	TOTAL Amount	TRIAL BALANCE Dr.	TRIAL BALANCE Cr.	ACCOUNT
		1810	3v173	1897	460 31										3707	78v04			
		3044	44789	4196	54v73										4240	99044v			
		1511	28613	1947	4160v	107	1846								3565	71061			
		7453	171471	4516	115v68	795	15979								13764	30v718			
		2015	48305	2907	51755	107	3076								4729	103086			
		4477	133315	1858	45739										8184	179041			
		1476	37376	23	1859	33	296								37102	1v1v7v			
		65	1v3	60	v1—										1525	34853			
		21331	437341	14859	358783	1044	21647								37231	811575			Total Sales
	1111	1444	3												1111	14443			Samuel Parnes Inc
	1187	17805													1187	17805			Sol Frankel Inc
						178	3738								178	3738			Samuel Gutterman
						134	2814								134	2814			Wyandanch Farms Co Inc
	944	20724		2739	57041										3681	72765			I J Schenck & Sons Inc
	1103	19799		78	1560										1701	16159			Independent Ice Co Inc
	757	16654		1701	33338										1459	29994			J. Koenig & Pollac
	1077	24510		2673	53460														
	568	7384																	
	54	1094		784	16464										8013	83356			B. J. Hauck & Son Co
	1497	34054		674	13104														
	1944	45446		101	2020										1607	31865			B. J. Hauck & Son Co
	1716	24360																	
	1229	27038		871	16549										3259	51586			Samuel Hauck & Co Inc
	1035	12455																	
	816	18346		1414	28280	110	2240								3135	52046			Acme Comm Co Inc
	1730	36330		153	2754														
				1395	25900														
	3805	35063				76	1064												
	800	10686													5640	114140			Chas Callens Co —
	257	9841																	
	47	944																	
	4551	88811		819	15561	592	7104								4502	57978			Sol Frankel Inc —
	443	11109		1446	42940	116	1392												
	614	15504		1618	54978														
				10	200														
				77	1848														
	6745	135455		1707	44968										10092	1098446			Chas Callens Co —
	1053	18414		585	11700										41449	831v4			
	648	6480		481	9620														
	17471	483378		19319	489v5	1756	1831v												
	17918	303144		577	5817	69	1656								5069	100527			Stock 10/9/31 —
	595	13485		2345	44175	84	1704												
	757	25720		1395	29255														
	1015	15v2v5																	
	21739	375184		15894	324306	1101	1549v								7837	148944			Stock 10/16/31 —
															38731	7153114			
	907			1034		89													
															1500				

WEEK NO. 41

PROFIT & LOSS SUMMARY—For week ending OCT 16 1931

SALES	$8175.75	
Less:—Allowances	58.06	8117.69
COST OF GOODS SOLD	$7153.14	
Less:—Allowances	91.07	7062.14
GROSS EARNINGS FROM SALES		$1055.57 (13 % per Sls.)
EXPENSES		969.71
NET PROFITS for the week		$85.86
"EOUS PROFITS		$543.14
AL PROFITS to date		$629.00

(Note:— LOSSES are shown in RED)

ANALYSIS OF EXPENSES—

Salaries—Officers (or Partners)	$200.-
Salaries—Office	60.-
Salaries—Salesmen and Weighmasters	
Salaries—Labor	356.57
Salaries—Selection	152.-
Total Salaries and Wages	$
Weighmasters' and Other Employees' Expenses	
Buying and Other Car Expenses	15.-
Feed	97.28
Cream, Cartage, Freight and Expressage	
Automobile and Stable Expense	114.80
Bags, Paper and Twine	
Market Supplies (Troughs, Sawdust, Greases, etc.)	3.75
Advertising and Subscriptions	
Entertainment and Promotion	
Telegrams and Telephone	45.14
Traveling Expenses	
Inspection and Dues	1.-
Rent	
Insurance	
Light, Heat and Water	
Tips	
Legal and Collection Expense	40.-
Auditing	15.-
Stationery, Printing and Postage	
Ordinary Repairs	
Dirt Removal	7.-
Bank Charges	
Commissions	
Interest and Discount	
Depreciation (Reserve for—)	
Taxes (except Income Taxes and Water Bills)	
Mortgage Interest	
Real Estate Taxes	
Charity and Donations	
Debts Written Off	
Miscellaneous (use as little as possible)	
TOTAL EXPENSES	$969.71

Keep also a Payroll Analysis

(NOTE:—Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED).

BALANCES
(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT
		$

Combined Statement and Trial Balance—For Week Ending OCT 23 1931 193

Name of Market MORRIS GERBER INC Week No. 42

(NOTE For recapitulation see other side)

BILL No.	NAME	POWLS Lbs.	POWLS Amount	CHICKENS Lbs.	CHICKENS Amount	DUCKS Lbs.	DUCKS Amount	ROOSTERS Lbs.	ROOSTERS Amount	GEESE Lbs.	GEESE Amount	TURKEYS SUNDRIES Lbs.	TURKEYS SUNDRIES Amount	TOTAL Lbs.	TOTAL Amount	TRIAL BALANCE Dr.	TRIAL BALANCE Cr.	ACCOUNT
1		3908	63465	2945	66287									6853	129587			
2		2871	53789	3348	82461	9	390							5229	136270			
3		1199	28891	1657	41013									2856	69904			
4		7570	209745	4671	131286	815	16742					Liquids	560	13053	358413			
5		2490	59435	2731	65026	183	4561							5404	129082			
6		1873	46603	1562	40943	14	378							3449	87924			
7		150	1718	17	198									1446	19116			Wholesale
8														202	3318			Retail
9		19162	469426	16966	428811	1018	21901	WS Coop Co	32750			—	560	37146	1037448			Total Sales
10																		
11	2/24/31	501	9018											501	9018			FLECK - CO.
12		640	16640											640	16640			WERNER INC.
13	2/24/31	934	17746											934	17746			KASPIEW INC.
14	2/21	1502	40558											1502	40558			DANZIGER
15												—	400	—	400			KRAKAUER & CO.
16	2/24/31	2134	40546											2134	40546			INDEPENDENT
17	2/24/31	394	10244	2/21	788		1411											
18	2/24/31	356	6734	2/21	761		1293											
19	2/24/31	831	8403											1531	56443			FRANKEL INC.
20	2/24/31	1707	44380	2/21	398	2/24	570		7750									
21	2/24/31	937	6403	2/21	837													
22				2/21	613													
23				2/21	434													
24				2/21	1257									6475	143339			E & H HAWK
25	2/24/31	1854	37496	2/21	671													
26	2/24/31	998	14970	2/21	1093													
27	2/24/31	170	4080	2/21	751													
28	2/24/31	849	17445															
29	2/24/31	6446	167476	2/21	749	2/24	71		994					5866	116830			COLLINS CO.
30	2/24/31	1335	26560	2/21	730	2/24	344		6760									
31	2/24/31	1603	41670	2/21	1495													
32	2/24/31	851	17862	2/21	704													
33	2/24/31	1194	36826	2/21	1497													
34	2/24/31			2/21	99									8136	187563			COLLINS CO.
35	2/24/31	353	9178	2/21	1344													
36	2/24/31	688	13078	2/21	161													
37	2/24/31	1744	52600	2/21	957													
38	2/24/31	774	19706	2/21	1165													
39	2/24/31			2/21	519									7466	166331			SCHWAB - SONS INC.
40	2/24/31	1318	30314	2/21	577	2/24	69		1656					36135	795110			
41	2/24/31	595	13685	2/21	1345	2/24	86		1904									
42	2/24/31	753	17370	2/21	1395													
43	2/24/31	1015	25434	2/21	713		1111		18596			—	400	7837	148941			STOCK 10/23/31 —
44	2/24/31	861	16349	2/21	850									43004	1004101			
45	2/24/31	575	14430	2/21	946													
46	2/24/31	299	6434	2/21	300													
47	2/24/31	487	9870	2/21	911													
48	2/24/31	693	17487	2/21	1750													
49					99									5686	113237			Stock 10/23/31 —
50		19036	415890	16137	395848	1111	18596					—	400	39286	930714			Cost of Goods Sold
51		+ 136		— 166		— 100								- 1140				
52																	105919	Gross
53																113237		Stock
54																	67455	Miscellaneous
55																394186		Returns
56																	14700	Net Purchases
57																	81000	Ending Stock
58																17511		Delicat
59																11660		Cost of Sales
60																7300		Expenses Each
61																530850	530850	

Ruled with LEDGER-BILLS-DAILYBOOK IN-ONE. Designed by CHARLES LEWIS, C. P. A., New York. Manufactured by Corporate Printing and Loose Leaf Co., New York Form 15.

WEEK NO. 47

PROFIT & LOSS SUMMARY—For week ending OCT 22 1931 19

SALES	$ 9374.48	
Less:—Allowances	84.24	9290.24
COST OF GOODS SOLD	$ 8307.14	
Less:—Allowances	55.15	8251.99
GROSS EARNINGS FROM SALES	$	1040.25 (11 c per $.)
EXPENSES	$	998.68
NET PROFITS for the week	$	41.57
VIOUS PROFITS	$	628.98
TAL PROFITS to date	$	670.55

(Note:— LOSSES are shown in RED)

ANALYSIS OF EXPENSES—

Salaries—Officers (or Partners)	$	100.—
Salaries—Office	$	60.—
Salaries—Salesmen and Weighmasters	$	
Salaries—Labor	$	717.18
Salaries—Schechita	$	120.—
Total Salaries and Wages	$	
Weighmasters' and Other Employees' Expenses	$	
Buying and Other Car Expenses	$	15.—
Feed	$	93.87
Cmps, Cartage, Ferriage and Expressage	$	
Automobile and Stable Expense	$	8.—
Bags, Paper and Twine	$	
Market Supplies (Troughs, Sawdust, Covers, etc.)	$	11.35
Advertising and Subscriptions	$	10.—
Entertainment and Promoting	$	
Telegrams and Telephone	$	
Traveling Expenses	$	
Inspection and Dues	$	
Rent	$	
Insurance	$	76.—
Light, Heat and Water	$	
Tips	$	
Legal and Collection Expenses	$	
Auditing	$	
Stationery, Printing and Postage	$	
Ordinary Repairs	$	
Dirt Removal	$	7.—
Bank Charges	$	
Commissions	$	
Interest and Discount	$	
Depreciation (Reserve for—)	$	
Taxes (except Income Taxes and Water Bills)	$	
Mortgage Interest	$	
Real Estate Taxes	$	
Charity and Donations	$	5.—
Bad Debts Written Off	$	
	$	
	$	
	$	
Miscellaneous (use as little as possible)	$	11.31
TOTAL EXPENSES	$	998.68

Keep also a Payroll Analysis

(NOTE:— Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED).

BALANCES

(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT
		$
	TOTAL BALANCES	$

1220

Combined Statement and Trial Balance—For Week Ending 00[illegible]9 1931 193

Name of Market MORRIS GERBER INC Week No. 43

(NOTE For recapitulations see other side)

BILL No.	NAME	FOWLS		CHICKENS		DUCKS		ROOSTERS		GEESE		TURKEYS SUNDRIES		TOTAL		TRIAL BALANCE		ACCOUNT
		Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Dr.	Cr.	
1		4068	3935	4673	5966	96	9[illegible]							9775	9935			
2		1548	3687	3093	5[illegible]49	5	75							3746	9414			
3		1198	2481	4508	3879	56	1008							2762	6349			
4		6[illegible]	1810	3528	8616	960	18387							10622	28843			
5		3009	7[illegible]37	4[illegible]9	5[illegible]89	98	683							5660	13609			
6		1991	3[illegible]6	1130	2[illegible]	13	371							3174	8849			
7		1911	3603	197	3[illegible]6	339	9497							1741	3387			
8				141	3[illegible]4									141	1[illegible]4			Return
9		16619	4[illegible]8	13579	3[illegible]99	1327	2[illegible]5							31619	7[illegible]718			Total Sales
10																		
11																		
12				165	11300									165	11300			J Kastner Inv
13		1187	3084											1187	3084			Charles Co. A/C Inv
14				1714	3085									1714	3085			J Wrenn Inv
15		1905	9930											1905	9930			Independent Poultry Co Inv
16				505	8585									505	8585			J Block & Co Inv
17		338	6084											338	6084			J Kaminsky Inv
18		1866	3358[illegible]															
19		789	1736[illegible]															
20		1775	1[illegible]	504	1058[illegible]									2755	5431			J Kaminsky Inv
21				277	4[illegible]													
22				1316	2[illegible]													
23		578	1[illegible]	1001	1[illegible]									3810	7360			J J Klausner Inv
24		923	2[illegible]	915	2[illegible]	192	3[illegible]											
25		1745	3315	113	2[illegible]	219	3066							5732	12063			L J Schwartz & Sons Inc
26		1687	3[illegible]	710	3780	537	7196											
27		309	5516	197	3476	339	9497											
28		893	19389															
29		369	66[illegible]															
30		986	1[illegible]	907	[illegible]									4093	7984			Class Cattle Co Inv
31		159	2886	430	8[illegible]													
32		807	1[illegible]	1116	2[illegible]													
33		560	1[illegible]	380	8350	136	1904											
34		903	18197	337	7686	144	3168											
35		666	1736[illegible]	153	3519													
36		115	2[illegible]	894	2[illegible]													
37		861	1[illegible]															
38		861	16[illegible]	850	1870									8515	18974			Class Cattle Co Inv
39		555	1[illegible]	996	1[illegible]													
40		249	6[illegible]	300	49													
41		187	5[illegible]	911	9[illegible]													
42		653	1[illegible]	175	3[illegible]													
43				99	2[illegible]													
44		1085	2[illegible]	[illegible]	[illegible]	[illegible]	[illegible]							5886	14333			Stock 10/31/31
45		849	2[illegible]	917	1[illegible]	28	6[illegible]											
46		603	1[illegible]	598	8765													
47		1[illegible]	4[illegible]															
48		75	1[illegible]															
49		16455	3[illegible]	14301	2[illegible]	1509	3[illegible]							4050	8843			Stock 10/30/31
50														31765	68906			Cost of Goods Sold
51		- 348		- 777		- 87								- 1146				
52																		
53																		
54																		
55																		
56																		
57																		
58																		
59																		
60																		

WEEK NO. 43

PROFIT & LOSS SUMMARY—For week ending Oct 30 1921

SALES	$7567.18	
Less Allowances	67.29	7499.89
COST OF GOODS SOLD	$6890.06	
Less Allowances	29.06	6851.—
GROSS EARNINGS FROM SALES		648.89
EXPENSES		729.64
NET PROFITS for the week		80.75
LOSS		670.55
TOTAL PROFITS to date		589.80

(Note: LOSSES are shown in RED)

ANALYSIS OF EXPENSES—

Salaries Officers (or Partners)	
Salaries Office	60.—
Salaries Salesmen and Weighmasters	
Salaries Labor	311.—
Salaries Selection	130.—
Total Salaries and Wages	
Weighmasters' and Other Employees' Expenses	
Buying and Other Car Expenses	15.50
Feed	7.68
Cups, Cartage, Drayage and Expressage	1.50
Automobile and Stable Expense	19.50
Bags, Paper and Twine	
Market Supplies (Troughs, Sprinkler, Gasoline, etc.)	14.79
Advertising and Subscriptions	
Entertainment and Promotion	
Telegrams and Telephone	
Traveling Expenses	
Inspection and Dues	
Rent	
Insurance	
Light, Heat and Water	39.95
Taxes	1.—
Legal and Collection Expense	1.—
Auditing	15.—
Stationery, Printing and Postage	
Ordinary Repairs	
Dirt Removal	2.—
Bad Charges	
Commissions	
Interest and Discount	
Depreciation (Reserve for)	
Taxes (except Income Taxes and Water Bills)	
Mortgage Interest	
Real Estate Taxes	
Charity and Donations	
Bad Debts Written Off	
Miscellaneous (use as little as possible)	
TOTAL EXPENSES	729.64

(NOTE. — Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED)

Keep also a Payroll Analysis

BALANCES

(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT

1222

Combined Statement and Trial Balance—For Week Ending Nov. 6 · 1931

Name of Market Morris Gershtein Week No. 44

(NOTE—For prices see other side)

BILL No.	NAME	FOWLS Lbs.	FOWLS Amount	CHICKENS Lbs.	CHICKENS Amount	DUCKS Lbs.	DUCKS Amount	ROOSTERS Lbs.	ROOSTERS Amount	GEESE Lbs.	GEESE Amount	TURKEYS SUNDRIES Lbs.	TURKEYS SUNDRIES Amount	TOTAL Lbs.	TOTAL Amount	TRIAL BALANCE Dr.	TRIAL BALANCE Cr.	ACCOUNT

WEEK NO. 44

PROFIT & LOSS SUMMARY—For week ending Nov 6 31

SALES	600 93	
Less:—Allowances	50 IV	1959.31
COST OF GOODS SOLD		
Less:—Allowances		1567.38
GROSS EARNINGS FROM SALES		654 03
EXPENSES		798 85
NET PROFITS for the week		114 82
SERIOUS PROFITS		689.80
TOTAL PROFITS to date		491.73

(Note:—LOSSES are shown in RED)

ANALYSIS OF EXPENSES—

Salaries—Officers (or Partners)	
Salaries—Office	60.-
Salaries—Salesmen and Weighmasters	
Salaries—Labor	308.-
Salaries—Subsidiaries	110.-
Total Salaries and Wages	
'Weighmasters' and Other Employees' Expenses	
Buying and Other Car Expenses	30.-
Feed	89.30
Crops, Cartage, Passage and Expressage	7.-
Automobile and Stable Expenses	98.90
Bags, Paper and Twine	
Market Supplies (Tonsights, Scratchers, Gauges, etc.)	18.35
Advertising and Subscriptions	
Entertainment and Promotion	
Telegrams and Telephone	
Traveling Expenses	
Inspection and Dues	
Rent	100.-
Insurance	
Light, Heat and Water	
Tips	
Legal and Collection Expense	
Auditing	
Stationery, Printing and Postage	
Ordinary Repairs	
Hot Removal	7.-
Bank Charges	
Commissions	
Interest and Discount	
Depreciation (Reserve for—)	
Taxes (except Income Taxes and Water Bills)	
Mortgage Interest	
Real Estate Taxes	
Charity and Donations	
Bad Debts Written Off	
Miscellaneous (use as little as possible)	
TOTAL EXPENSES	798.05

Keep also a Payroll Analysis

(NOTE:— Should any of the above expenses represent INCOME instead of EXPENSE, show the amount in RED)

BALANCES

(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT

1224

Combined Statement and Trial Balance—For Week Ending NOV 13 1931 193

Name of Market MORRIS GERBER INC Week No. 45

(NOTE For recapitulation see other side)

BILL No.	NAME	FOWLS Lbs.	FOWLS Amount	CHICKENS Lbs.	CHICKENS Amount	DUCKS Lbs.	DUCKS Amount	ROOSTERS Lbs.	ROOSTERS Amount	GEESE Lbs.	GEESE Amount	TURKEYS SUNDRIES Lbs.	TURKEYS SUNDRIES Amount	TOTAL Lbs.	TOTAL Amount	TRIAL BALANCE Dr.	TRIAL BALANCE Cr.	ACCOUNT
		2241	378 08	4585	568 44	24	5 50			13	2 92			4863	954 74			
		7086	479 11	4149	466 31	15	3 31							4550	948 73			
		4604	1067 07	3045	699 03	768	166 78			340	60 80			8757	1993 68			
		7749	1759 44	3555	850 54	644	151 30			244	35 98			12193	2767 36			
		4509	854 35	1481	257 73	298	49 42			-	71			6087	1160 79			
		1381	243 91	484	85 56	149	24 32							2014	353 79			
				1944	310 74									1944	310 74			
				114	20 60									114	20 60			
		44864	8795 06	15185	3228 71	1936	400 63			565	98 99			62550	12523 39			TOTAL SALES
															1715 50			IN J COOP CO
		577	80 78											4052	8681 89			Total Sales
		1197	251 37											1774	334 15			NORRIS INC.
		606	78 78											606	78 78			INDEPENDENT P & Co. INC
						1006	181 08							1006	181 08			G & HAWK PACKING Co
		444	97 68	919	87 99													
		934	177 46	209	45 98													
		760	91 20	1915	254 40									4981	854 71			CHAS COLLINS & Co
		1029	133 77	1972	187 60													
		5345	681 63	971	70 62									5747	1073 62			WESTERN COMM Co INC
		911	187 20	1765	382 40	939	169 02											
		191	44 83	1944	310 74	181	27 15			465	69 75							
		1184	253 84	915	201 30													
		386	54 04	2418	386 88													
		2074	477 02	994	218 68													
		789	165 69	654	150 42													
		1769	442 96	2044	378 28													
		1168	245 28	679	144 67													
		1719	343 80	1316	263 74													
		890	195 80	768	168 96													
		268	50 40											44016	9397 97			COLLINS Co -
														36140	7718 31			
		1753	385 66	4557	891 74					133	29 61							
		1618	355 96	4490	931 00													
		1097	241 34	3795	759 50													
		397	87 34															
		4999	1099 78															
		21777	4791 94	17013	3680 42	2121	377 25			395	94 36			7269	1339 13			STOCK 11/7/31 -
		2227	490 94	349	87 25									43760	9732 44			
		377	83 94	2411	482 20													
		834	191 82	2168	386 64													
		97	21 16											2382	510 76			STOCK 11/13/31 -
		39541	8703 17	16285	2940 90	4126	777 43			598	92 36			44556	7732 68			Cost of Goods Sold
		- 683		- 1130		- 190				- 33				- 2036				

9·36
1225

WEEK NO. 45

PROFIT & LOSS SUMMARY—For week ending NOV 13 1931 19__

SALES	$8681.89	
Less—Allowances	62.51	8619.38
COST OF GOODS SOLD	$7732.68	7698.58
Less—Allowances	34.10	
GROSS EARNINGS FROM SALES	$	920.80
EXPENSES		888.56
PROFITS for the week	$	32.24
MINUS PROFITS		475.28
TOTAL PROFITS to date	$	501.02

(Note:—LOSSES are shown in RED)

ANALYSIS OF EXPENSES

Salaries—Officers (or Partners)		100.
Salaries—Office		60.
Salaries—Salesmen and Weighmasters		314.
Salaries—Labor		130.
Salaries—Scholarium		
Total Salaries and Wages	$	
Weighmasters' and Other Employers' Expenses		15.70
Buying and Other Car Expenses		86.16
Feed		
Cmpn, Cartage, Freight and Expressage		
Automobile and Stable Expense		
Bags, Paper and Twine		9.—
Market Supplies (Troughs, Sawdust, Gauges, etc.)		
Advertising and Subscriptions		
Entertainment and Promotion		
Telegrams and Telephone		
Traveling Expenses		
Inspection and Dues		
Rent		60.—
Insurance		
Light, Heat and Water		
Tips		
Legal and Collection Expense		
Auditing		15.—
Stationery, Printing and Postage		2.—
Ordinary Repairs		7.—
Dirt Removal		
Bank Charges		
Commissions		
Interest and Discount		
Depreciation (Reserve for)		
Taxes (except Income Taxes and Water Bills)		
Mortgage Interest		
Real Estate Taxes		
Charity and Donations		
d Debts Written Off		
Miscellaneous (use as little as possible)		888.56
TOTAL EXPENSES	$	

(NOTE. — Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED)

Keep also a Payroll Analysis

BALANCES
(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT
		$

1226

Combined Statement and Trial Balance—For Week Ending Nov 10 1931

Record Made Morris Barber Dept Week No. 46

NOTE For computations see other side

BILL No.	NAME	POULS lbs.	POULS Amount	CHICKENS lbs.	CHICKENS Amount	DUCKS lbs.	DUCKS Amount	ROOSTERS lbs.	ROOSTERS Amount	GEESE lbs.	GEESE Amount	TURKEYS HENS lbs.	TURKEYS HENS Amount	TOTAL lbs.	TOTAL Amount	TRIAL BALANCE Dr.	TRIAL BALANCE Cr.	ACCOUNT

WEEK NO. 46

PROFIT & LOSS STATEMENT—For week ending Nov 10 to 31

SALES	7756.89	
Less—Allowances	63.76	7693.13
COST OF GOODS SOLD	6567.03	
Less—Allowances	31.82	6697.21
GROSS EARNINGS FROM SALES		995.37
EXPENSES		855.37
PROFIT for the week		140.01
LOSS INCURRED		698.87
PROFIT to date		975.87

(Show LOSSES in red or brackets)

ANALYSIS OF EXPENSES—

Salaries—Hours for Personal	100	
Salaries—Office	80	
Salaries—Advisors and Telephonists		Employees
Salaries—Sales	526	Petrol
Salaries—Deductions	130	Products
Total Salaries and Wages		
Telephonists' and Other Employees' Expenses		
Buying and Other Car Expenses	15.—	
Fuel	95.28	
Cargo, Carriage, Postage and Expenses	3.—	
Automobile and Bank Expenses (Bank Expenses)	40.—	
Rags, Paper and Twine		
Motor Supplies (Oil, Tyres, Tubes, Grease, etc.)	13.28	
Advertising and Subscriptions		
Entertainment and Promotion		
Telegrams and Telephone	48.11	
Travelling Expenses		
Inspection and Rent		
Rent		
Insurance	20.—	
Light, Heat and Water	7.50	
Tax		
Legal and Collection Expenses		
Auditing		
Stationery, Printing and Postage		
Ordinary Repairs		
Bits Renewal		
Bank Charges		
Commissions		
Interest and Discount		
Depreciation (Reserve for ...)		
Taxes (except Income Taxes and Water Rate)		
Mortgage Interest		
Real Estate Taxes		
Charity and Donations		
Sales Tax Oil		
Miscellaneous (use as little as possible)		
TOTAL EXPENSES	551.37	

(NOTE: — Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED)

BALANCES
(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT

1228

Combined Statement and Trial Balance—For Week Ending Nov. 27. 1931

Name of Market: Morris Fisher Inc. Week No. 47

(NOTE—For recapitulation see other side)

BILL No.	NAME	POULS lbs.	POULS Amount	CHICKENS lbs.	CHICKENS Amount	DUCKS lbs.	DUCKS Amount	BOOSTERS lbs.	BOOSTERS Amount	GEESE lbs.	GEESE Amount	TURKEYS lbs.	TURKEYS Amount	TOTAL lbs.	TOTAL Amount	TRIAL BALANCE lbs.	TRIAL BALANCE Cts.	ACCOUNT
	Sales	19041	27109	26700	57825	35	63			792	1091			46116	91103			
		7968	11190	8938	16095	4187	9385			500	995	2955	6982	27731	50988			
		815	1144	1976	3101	738	1646			499	1116	977	2277	15327	34284			
		257	1636	986	1248	171	363			965	1772	669	1376	28945	58897			
		1965	4098	2097	3943	1212	2552			14	38	261	988	10009	25046			
		1236	1762	2536	4700	9	18							46736	101602			
		1909	3697	1915	2716									3824	6413			
				110	279	28	799			20	600	195	7796	353	9374			
		11116	21769	13119	30871	5918	15982			2976	5911	4913	10999	37866	81532			Total Sales
	Purchases					73	198	7		12	345	38	95	3069	7580			Morris Fisher Inc
		41	1282															
		1678	3460															
		1974	3776	49	1780	39	1246							1819	3738			Berkshire Poultry Co Inc
		998	2169															
						31	79					21	163	2596	7357			Morris Fisher Inc
		362	696	1996	3790	56	95			309	1130	233	815	791	1911			Hanover Poultry Co
				249	1296					101	285			3454	8519			Eckert & Lowe Inc
		93	1743									189	696	189	696			Morris Fisher Inc
		1096	1978															
		810	1490	1998	3996	117	187							11179	21871			Kosher Quality Co
														2775	5586			Eckert & Lowe Inc
		2833	5743	1999	3998	916	2674					14	514	15	514			Balance
		457	9462	1999	3977	1985	5665					1951	7281					
		853	1397	1458	6496	173	324					1990	4960					
		110	2750	399	1496													
		1997	4500	724	1745													
		2001	4062	1961	7736													
				1952	7576													
				2810	6470													
		1997	2085	1919	4736													
		1951	3867			3927	6031			6615	17466	4351	13715	37800	87831			Klein Goldman Co
		1574	3624	1995	4985					6615	17466			37800	87831			
		1773	3624	970	6490													
		1881	3624	1888	3120													
		1997

WEEK No. 47

FOREMAN & LEAD SERVANT—For week ending Nov. 27 1931

SALES	£9731.6½	
Less—Allowances	12.8½	£9668.73
COST OF GOODS SOLD	£8873.27	
Less—Allowances	78.86	£8794.41
GROSS EARNINGS FROM SALES		£874.32 (13% on sales)
EXPENSES		£901.65
NET PROFITS for the week		£27.33
PREVIOUS PROFITS		£201.47
TOTAL PROFITS to date		£228.80

(Note—LOSSES are shown in RED)

ANALYSIS OF EXPENSES—

Salaries—Others (or Payees)	£ 100.—	
Salaries—Office	60.—	
Salaries—Advances and Misdemeanors, Supervising	[illegible]	Employees Payroll Analysis
Salaries—Labor	332.—	
Salaries—Schedules	110.—	
Total Salaries and Wages	£	
Welfare and Other Employees' Expenses		
Poultry and Other Car Expenses	16.—	
Fuel	95.—	
Cleaning, Carriage, Postage and Expressage		
Automobile and Delivery Expenses	53.07	
Bags, Paper and Twine		
Market Supplies (Triangles, Baskets, Crates, etc.)	23.63	
Advertising and Subscriptions		
Entertainment and Hospitality		
Telegrams and Telephone		
Traveling Expenses		
Insurance and Rent		
Rent ?		
Insurance	30.—	
Light, Heat and Water		
Tips		
Legal and Collection Expenses		
Auditing	12.—	
Stationery, Printing and Postage		
Ordinary Repairs		
Big Renewals	14.—	
Bank Charges		
Commissions		
Interest and Discount		
Depreciation (Discount for—)		
Taxes (except Income Taxes and Water Bills)		
Mortgage Interest		
Real Estate Taxes		
Charity and Donations	5.—	
Bad Debts Written Off		
Miscellaneous (use as little as possible)		
TOTAL EXPENSES	£ 901.65	

(NOTE.—Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED).

BALANCES

(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT
		£

1230

Combined Statement and Trial Balance—For Week Ending SEP 1 1931 193

Name of Market Morris Market Stall

Week No. 36

(NOTE For recapitulation see other side)

SELL No.	NAME	POULS		CHICKENS		DUCKS		ROOSTERS		GEESE		TURKEYS TURKEYS		TOTAL		TRIAL BALANCE		ACCOUNT
		Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Lbs.	Amount	Dr.	Cr.	
	U. S. Dist. Court, S. D. of N. Y. Ex. 726 DEC 10 1931 Oct 6 cc 3 pages	1697	28840	1849	99471									3546	22976			
		1870	97853	1987	129705									3857	99287			
		2106	97376	1819	93191									3925	90511			
		971	39065	1967	85588									2938	124653			
		1197	46115	3339	205179	288	7209	1966	385					5254	259479			
		1765	85806	2015	99618	65	1691							3880	187115			
		2470	97381	2804	169450	28	717							5302	189457			
		1888	93401	1716	91067	57	1498							3661	96786			
		197	10023	70	1390									267	33925			
		100	30—	53	1744									153	31744			
		19953	944778	17619	837788	438	11375	1966	385					37976	1292944			Total Sales
		903	16756											903	16756			Weston Inc
				1057	16912									1057	16912			Independent Fish Co Inc
				4111	146493									4111	146493			R. J. Schwartz, Jersey Ave
				878	18498									878	18498			J. Schwartz Stall
				3085	97163									3389	97163			Manuel Fish Co Inc
				1660	33600									1660	33600			U.S. Market Court 2
		1223	39356	584	14600													
		970	76948															
		1081	19458											2311	71024			Chas. Collins Co
				926	16668													
		1954	93540															
		855	31920											3735	68388			Jos. Morris Inc
				2107	37896									2102	37836			Wayne Cannon & Co Inc
		873	19194											873	19194			J. Kosmo - Cashier
		1301	32500	699	18738	440	11000											
		1569	40580	879	18459	36	648											
		1801	91942															
		1585	72916											7465	176382			Chas Collins Co
		685	13760	453	9966													
		1293	25866	456	9130									2890	58706			Independent Fish Co Inc
		967	51440	2160	45360													
				3999	68880									5859	117180			J. Schwartz - Jersey Ave
		992	18846	68	1360													
		996	1880															
		2217	97548											9167	211008			Sol Fromtal Inc
		996	99560	1108	23268									34912	819269			
		992	49866	805	16100													
		1877	98558	737	15477													
		1990	21490															
		1589	10627															
		2681	56301															
		2511	47290	22031	441577	670	12543							6157	114946			Strauss Fish Co —
		2774	61508	2385	49153	200	4088							45076	934401			
		2999	64142	876	17510													
		999	19980		2985													
		1500	30—															
		2500	39980											6126	127965			Sold 9/4/31 —
		19953	944778	18762	376579	438	5960		46					39907	1292944			Cost of Goods Sold
		267		1148		38								1453				

Report No. 36

WEEKLY & TIMES STATEMENT—For week ending Sept 4 1937

SALES		5938 87	
Less Allowances		21 24	5917 63
COST OF GOODS SOLD		4655 03	
Less Allowances		41 24	7913 85
GROSS EARNINGS FROM SALES			1003 78
EXPENSES			1118 22
PROFITS for the week			160 44
TOTAL PROFITS			2408 16
nett PROFITS to date			2408 16

(Gross SALES as shown in BOOK)

ANALYSIS OF EXPENSES—

Salaries—Officers (or Partners)	200	
Salaries—Office	80	
Salaries—Managers and Telephonists		Branch
Salaries—Sales	350 38	Head
Salaries—Shop Girls	176	Outside
Total Salaries and Wages		
Welfare and Other Employees' Expenses		
Hiring and Other Car Expenses	15 67	
Rent	104 70	
Coupon Postage and Expenses		
Assessments and Public Imposts	137 38	
Wages, Paper and Twine		
Motor Supplies (Petrol, Tractors, Grease, etc.)	15 35	
Advertising and Subscriptions		
Entertainment and Promotion		
Telegrams and Telephone		
Travelling Expenses		
Inspection and Fees		
Bad	100	
Insurance		
Light, Heat and Water		
Tax	1	
Legal and Collection Expenses		
Auditing	12	
Redemption, Printing and Postage		
Delivery Expenses		
Hire Discount	7	
Bank Charges		
Commissions		
Interest and Discount		
Depreciation (Reserve Fund)		
Taxes (except Income Taxes and Water Rate)		
Mortgage Interest		
Real Estate Taxes		
Charity and Donations	1	
Other Values Old		
Miscellaneous (not to include a profit)		
TOTAL EXPENSES	1118 22	

(NOTE: — Should any of the above expenses represent PROFIT (instead of EXPENSE), then show the amount in RED).

BALANCES
(Open Accounts Not Sold This Week)

BILLS	NAME	AMOUNT
		£

Combined Statement and Trial Balance—For Week Ending SEP 11 1931 19[illegible]

Name of Broker MORRIS GERBER INC

Week No. 37

BILL No.	✓	NAME	POOLS		CHICKENS		DUCKS		ROOSTERS		GEESE		TURKEYS DRESSED		TOTAL		TRIAL BALANCE		ACCOUNT
			No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	Dr.	Cr.	

WEEK NO. 37

PROFIT & LOSS SUMMARY—For week ending Sept 11 to 21

SALES	14077.06	
Less:– Allowances	271.71	14057.35
COST OF GOODS SOLD	12769.40	
Less:– Allowances	172.87	12596.53
GROSS EARNINGS FROM SALES		1460.82 (10.4% on Sales)
EXPENSES		1310.25
NET PROFITS for the week		150.57
TOTAL PROFITS		3317.69
ADD PROFITS to date		7767.89

(Note:– LOSSES are shown in RED)

ANALYSIS OF EXPENSES—

Salaries—Others (or Partners)	700.–	
Salaries—Office	70.–	
Salaries—Scalesmen and Weighmasters		Keep these Separate
Salaries—Labor	419.18	Payroll Analysis
Salaries—Schedules	122.–	
Total Salaries and Wages		
Weighmasters' and Other Employers' Expenses		
Buying and Other Car expenses	18.–	
Feed	217.91	
Crates, Cartage, Freezage and Expressage	12.–	
Automobile and Stable Expense	44.60	
Bags, Paper and Twine		
Market Supplies (Towels, Smokes, Grease, etc.)	10.63	
Advertising and Subscriptions		
Entertainment and Promotion		
Telegrams and Telephone	44.07	
Traveling Expenses		
Inspection and Bins		
Rent		
Insurance	50.–	
Light, Heat and Water		
Tips		
Legal and Collection Expense		
Auditing		
Stationery, Printing and Postage		
Ordinary Repairs		
Hot Removal	7.–	
Bank Charges		
Commission		
Interest and Discount	870.–	
Depreciation (Records for)		
Taxes (except Income Taxes and Water Bills)		
Mortgage Interest		
Real Estate Taxes		
Charity and Donations		
Odds Written Off		
Miscellaneous (use as little as possible)		
TOTAL EXPENSES	1310.25	

(NOTE: – Should any of the above expenses represent INCOME instead of EXPENSE, then show the amount in RED).

BALANCES
(Open Accounts Not Sold This Week)

BILL No.	NAME	AMOUNT

12

NATURE OF BUSINESS

BUTCHER POULTRY DEALER

TERMS OF CREDIT
PAYMENT USUALLY MADE

DAY OF WEEK
PAYMENT BY

CHECK CASH
WHO SIGNS CHECKS

REMARKS:

BANK

JUDGMENTS

REBATES

FAILURES

Defts Ex. S

DEFENDANTS' EXHIBIT "S" 935 #254

ADDRESS	TEL.	A CREDIT O.K.	B SLOW PAY	C CREDIT LIM.	D CASH ONLY		PAST.	
848 E. 157 Street	Ha. 5 4168							

EXHIBIT "W"

936

936 ~~1235~~

CHELSEA LIVE POULTRY CO., Inc.

COMMISSION MERCHANTS - - LIVE POULTRY

39-41-43 LOEW AVE., 44-46-48 BLOOMFIELD AVE.

Telephone { 4-1230 Weehawken / 4-1231 Weehawken } WEST WASHINGTON, JERSEY

New York, 9/14 1971

M [illegible]

		FOWLS	CHICKENS	ROOSTERS
1	X	[illegible]		
2	9	V71 60 191		
3	9	V70 77 143		
4		491 (334)	Rock [illegible]	
5	9	157	7 V71 8 V113	
6				
7		Red [illegible]		
8	9	V71 V70 51		UCKS
9	7	V71 80 191		
10		542 (242)		
11			Ex. V71	
12		306		
13			E 12-70	
14				GEESE
15				
16				
17				
18				
19				
20				

Received in good condition Poultry as listed above [illegible] and

Signed _____

B 6959

THE POTTER PRESS BOSTON 11642

EXHIBIT "X"

937
1236

PHONE. WATKINS 9-4329
9-4427

CHELSEA LIVE POULTRY CO., INC.

COMMISSION MERCHANTS

LIVE POULTRY EXCLUSIVELY

44-48 BLOOMFIELD STREET
[illegible] LOEW AVENUE

WEST WASHINGTON MARKET

No. 3765

NEW YORK, 9/19 193/

SOLD TO Isaac Stumberg

ALL BILLS DUE AND PAYABLE MONDAY FOLLOWING DATE OF SALE

33 Hd Ls	31	103 54	
1 Hd Ls	31	75 02	
189 Hd Ls	31	1859	
			37 15
			1944 10

Ex. X

17

If this bill is incorrect Buyer must notify us within four days of date hereof. Unless we

EXHIBIT "Y"

PHONE CHELSEA 3000 — Nathan S. Garlick

MICHAEL GARLICK & SON

Commission Merchants in

LIVE POULTRY 8170

7-8-9 THIRTEENTH AVE. — 65-67 GRACE AVE.

WEST WASHINGTON MARKET

New York, 9/17 1931

Sold to Gross + Stemberg

967 Longfellow Ave

Bx NY

Lgt	18	1944	fe 31	757	09
	19	1743	fe 13	685	89
		3685		1044	98

Ex. Y

MICHAEL GARLICK — NATHAN S. GARLICK

MICHAEL GARLICK & SON

7-8-9 Thirteenth Avenue

WEST WASHINGTON MARKET

Telephone Chelsea

Commission Merchants in

LIVE POULTRY

65-67 Grace Avenue

New York, 9/18 193 1

M Gross + Stemberg

No.	Poultry	lb.	Chickens	lb.	Roosters	lb.
1	Cl 87	6				
2	311	94	217			
3	371	96	275			
4	253	61	192			
5	277	80	197			
6	275	81	194			
7	253	88	165			
8	287	85	202		Ducks	
9	264	60	204			
10	277	83	194			
11	276	78	198			
12	274	78	196			
13	289	91	198			
14	37				Geese	
15						
16					Turkeys	
17						
18						
19						
20	3744					

Received in good condition Poultry as listed above.

Signed

No 3283

MICHAEL GARLICK — NATHAN S. GARLICK

MICHAEL GARLICK & SON

7-8-9 Thirteenth Avenue

WEST WASHINGTON MARKET

Telephone Chelsea

Commission Merchants in

LIVE POULTRY

65-67 Grace Avenue

New York, 9/19 193 1

M Gross + Stemberg

No.	Poultry	lb.	Chickens	lb.	Roosters	lb.
1	C 250	77	173			
2	280	77	203			
3	285	85	200			
4	260	76	184			
5	291	86	205			
6						
7	246	88	158			
8	30		30		Ducks	
9			(145)			
10	1754					
11	48					
12			(334)			
13						
14					Geese	
15						
16					Turkeys	
17						
18						

Received in good condition Poultry as listed above.

Signed

No 3351

[fol. 1238] IN UNITED STATES DISTRICT COURT

[Title omitted]

STIPULATION AS TO CERTAIN EXHIBITS, ETC.

It is hereby stipulated and agreed by and between the parties hereto as follows:

1. That paragraphs numbered "1" to "22" inclusive, comprising the whole of the first count of the indictment mentioned and referred to in the course of the trial of this action and market Exhibit 5, contain the identical charges and allegations contained in the first 22 paragraphs of the amended petition filed in this action, so far as the appellants are concerned, except that appellant Joe Rosenman was not named in said indictment, which was returned by the Grand Jury on January 17th, 1929.

2. That Exhibit 8 is a document showing that the witness Sam Davis joined the New Jersey Local of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America and paid certain dues to that organization in the latter part of 1927.

3. That the charges contained in Exhibit 22, being the information filed on August 20th, 1928 in the United States District Court for the Southern District of New York, and [fol. 1239] the defendants named therein are substantially the same as those named in the said indictment and in the said amended petition.

4. That the members listed on Exhibits 26, 27, 28, 29, 30, 32 and 33 are all located in the five boroughs of the City of New York.

It is further stipulated and agreed that no action was taken by the Court at the conclusion of the hearings before Honorable John C. Knox, United States District Judge for the Southern District of New York, which said hearings are covered by Exhibit A, except as appears in said Exhibit A and the statement of evidence.

It is further stipulated and agreed that Exhibit 23 as printed in this record contains a list of the defendants convicted under the aforesaid indictment, returned January 17, 1929, together with the sentences imposed, after trial, on December 16, 1929.

It is further stipulated and agreed that Exhibit Q as printed is the form of application signed by all the members of the Bronx Poultry Dealers Mutual Protective Association.

It is further stipulated and agreed that the printing of Exhibit 7, being the record on appeal in the Circuit Court of Appeals for the Second Circuit, in the cause entitled "United States of America against Greater New York Live Poultry Chamber of Commerce, et al.", shall be dispensed with, and that a copy thereof, now on filed in the office of the clerk of the Supreme Court of the United States, may be used and referred to upon the argument of the appeal before the Supreme Court of the United States.

It is further stipulated and agreed that this stipulation shall be considered and made part of the statement of evi-
[fol. 1240] dence to be embodied in the record on appeal in this cause.

Dated New York, January 25, 1933.

George Z. Medalie, United States Attorney. Samuel H. Kaufman, Attorneys for Defendants. Nathan D. Perlman, Attorney for Defendant Rosenman.

[fol. 1241] IN UNITED STATES DISTRICT COURT

In Equity. No. 52-30

[Title omitted]

STIPULATION AS TO STATEMENT OF EVIDENCE

It is hereby stipulated and agreed that the foregoing, including the exhibits and stipulations, is a true and correct statement of the evidence introduced upon the trial of this cause in said United States District Court, stated in narrative and condensed form, except such portions thereof as are stated by question and answer, which are hereby agreed to be necessary for review upon the appeal; that all formalities regarding the preparation, presentation and approval of said statement of evidence are hereby waived; and it is hereby agreed that the said statement of evidence may be included in the record upon appeal of said cause to the Supreme Court of the United States and that Honorable Francis G. Caffey, the District Judge who tried

said cause, may settle and approve the said statement of evidence with the consent and approval hereby given by both the Petitioner and appealing defendants without further notice.

Dated January 26, 1933.

George Z. Medalie, United States Attorney, Solicitor for Petitioner. Samuel H. Kaufman, Solicitor for All Defendants Except Rosenman. Nathan D. Perlman, Solicitor for Defendant Rosenman.

[fol. 1242] IN UNITED STATES DISTRICT COURT

In Equity. No. 52-30

[Title omitted]

STIPULATION AS TO TRANSCRIPT OF RECORD

It is hereby stipulated by and between counsel for the respective parties hereto that the record on appeal shall contain all of the matters enumerated in the stipulation of January 26th, 1933, and in addition, the testimony indicated in the attached letter of February 23, 1933, from Walter L. Rice to Samuel H. Kaufman, such additional testimony to be inserted at the places indicated in said letter; the printing of the stipulation is hereby waived.

Dated February 27, 1933.

George Z. Medalie, per W. L. R., United States Attorney, Solicitor for Petitioner. Samuel H. Kaufman, Solicitor for Defendants Except Rosenmann. Nathan D. Perlman, Solicitor for Defendant Rosenmann.

[fol. 1243] February 23, 1933.

Samuel H. Kaufman, Esq., c/o Kaufman and Weitzner, 60 Wall Street, New York, N. Y.

Re United States v. Greater New York Live Poultry Chamber of Commerce et al.

DEAR MR. KAUFMAN: We are enclosing herewith the statement of points which you forwarded for signature.

We should like the following omissions inserted in the statement of evidence:

(1) In the testimony of Bernklau (pages 2059-2060 of the official transcript of record), insert after, "I know Louis Lipkin, the bookkeeper in Morris Gerber's Market. I talked to him after September 19th, when the price was increased to 8¢ or 10¢ a pound," the following:

"Mr. Kroppy: I object to that testimony regarding conversations between this man and the working men in the place it is not binding on the defendants.

"The Court: I can't tell yet; it doesn't appear to be competent."

(2) In the testimony of Bernklau (pages 2063-2064 of the official transcript of record), after, "He said 'We get it just the same,'" the following:

"He said that meant all the marketmen are to go—are together."

(3) In the testimony of Goldstein (pages 229-230 of the official transcript of record), insert after, "We made the association when Salthe came in," the following:

"Q. What did he say?

"A. If I am not mistaken——

"Mr. Kaufman: I think this is purely hearsay.

"Mr. Rice: Sokoloff is a defendant.

[fol. 1244] "The Court: It does not make any difference whether he is a defendant or not. It is a question of whether he is a co-conspirator. You put in declarations of a person not a party who is a co-conspirator, and the prosecuting officer is always indicting under the conspiracy section. They do not have to do that if you familiarize yourself with the rules of evidence. You will know that the declaration of a co-conspirator in furtherance of a conspiracy is competent evidence, and if it should turn out here that the evidence is insufficient to establish a conspiracy participated in by the declarant, or the declaration was not made in the course of or in furtherance of the conspiracy I might have to discard it, but I will have to take it up. You cannot do it at once. I am going to hear you gentlemen sum up your case before the end. Proceed."

(4) In the testimony of Platzik (pages 214-215 of defendants' proof, official transcript of record), insert after, "No one tells me the prices at which I should sell poultry or to whom I should sell or not sell;" the following:

"Cross-examination.

"By Mr. Rice:

"I have been sitting in court here during all of this testimony this afternoon and have heard the testimony of all of the other witnesses.

"Mr. Rice: If your Honor please, may I ask that all witnesses be kept out of the court-room prior to the time that they testify?

"The Court: That request should have been made at the opening of the case because it should be equally applicable to the two sides.

"Mr. Kaufman: I have no objection, your Honor, to excluding the witnesses at all.

"The Court: All of them go out, all those that have not testified go out."

(5) In the testimony of Rosenberg (pages 221-222, of defendants' proof, official transcript of record), insert after, "I have not heard of price fixing among the poultry market men or dividing up customers, or of collecting one cent a pound," the following:

"Redirect examination.

"By Mr. Kaufman:

"Q. When you say that Harry Herbert was not convicted, do you mean that he did not go to jail? Do you know whether he paid a fine?

"A. He didn't go to jail, I don't know what—to answer [fol. 1245] you I don't know.

"Q. Do you know what convicted means?

"A. Yes, sir.

"Q. Do you understand what convicted means?

"A. Sure.

"Q. Do you know what found guilty means?

"A. Yes. I know what the jury did with respect to Harry Herbert.

"By the Court:

"Q. What?

"By Mr. Kaufman:

"Q. What did they do?
"A. They didn't find him guilty, not guilty.

"By the Court:

"Q. That is what he said?

"By Mr. Kaufman:

"Q. You say the jury didn't find him guilty?

"The Court: Keep your eyes away from back there (indicating to the end of the court-room).

"A. He was found guilty. He did not go to jail and was not fined."

(6) In the testimony of Siegel (pages 238-239 of defendants' proof, official transcript of record), insert after, "No one interferes with my selling to any butcher, or tells me to whom I should sell or not sell, or the prices I should charge for poultry," the following:

"Cross-examination.

"By Mr. Rice:

"Q. Mr. Siegel, did you say that none of your partners were parties to this suit?
"A. No, sir.
"Q. None of them are defendants here?
"A. No, sir.
"Q. Isn't Harry Rubin a defendant in this case?

"The Court: Don't look away.

"By the Court: Is he a defendant in this case?

"By Mr. Rice:

"Q. Yes?
"A. Not that I know of.

[fol. 1246] "Q. Don't you know that he is a defendant in this case?

"Mr. Kaufman: If your Honor please——
"The Court: Leave the witness alone."

[fol. 1247] IN UNITED STATES DISTRICT COURT

[Title omitted]

ORDER SETTLING STATEMENT OF EVIDENCE

It appearing that the United States Attorney and the Attorneys for the appealing defendants have agreed that the foregoing statement of evidence including the exhibits may be settled and approved without further notice, and it appearing that said statement is true, correct and properly prepared, and that it contains all of the evidence relevant and material to a review of the questions to be presented on the appeal in said action,

It is, therefore,

Ordered that the same be and hereby is allowed, settled and approved as a true and correct statement of the evidence adduced at the trial of this cause and may be filed in the Clerk's office and become a part of the record.

Dated February 28, 1933.

Francis G. Caffey, United States District Judge.

[fol. 1248] SUPREME COURT OF THE UNITED STATES

STATEMENT OF POINTS ON WHICH APPELLANTS INTEND TO RELY AND PARTS OF RECORD WHICH APPELLANTS THINK NECESSARY FOR THE CONSIDERATION THEREOF PURSUANT TO RULE 13, PARAGRAPH 9, OF THE RULES OF THE SUPREME COURT—Filed March 2, 1933

The appellants, and each of them, by their solicitors, state that they intend to rely on all the points set out in their assignment of errors herein and that the entire transcript of the records, as certified to this Court by the Clerk of the United States District Court for the Southern District of New York, is necessary for the consideration

thereof. The printed record herein should consist of the entire record, as certified to the Court, excepting exhibit 7, which, pursuant to stipulation dated Jan. 25, 1933, need not be printed.

Dated ——— —, ———.

Samuel H. Kaufman, Nathan D. Perlman, Solicitors for Appellants.

To Hon. Charles Elmore Cropley, Clerk of the Supreme Court of the United States, and Hon. Thomas D. Thacher, Solicitor General of the United States of America, Solicitor for Appellee, Department of Justice, Washington, D. C.

[fols. 1249 & 1250] The United States of America, appellee, by its Solicitor General, hereby states that there are no additional parts of the record which appellee thinks material to the consideration of this appeal and hereby consents to a hearing thereof on the parts above designated by the appellants.

Dated Washington, D. C., ——— —, 1933.

T. D. Thacher, Solicitor General.

To Hon. Charles Elmore Cropley, Clerk of the Supreme Court of the United States.

[fol. 1251] [File endorsement omitted.]

Endorsed on cover: File No. 37,444. S. New York D. C. U. S. Term No. 747. Local 167 of the International Brotherhood of Teamsters, Chauffeurs, Stablemen & Helpers of America, Carl Firestone, Charles Gershowitz, et al., appellants, vs. The United States of America. Filed March 2, 1933. File No. 37,444.